





If the proposed community solar project will be primarily built by a contracted EPC company, complete the following (optional, complete if known):

*If the EPC company information is left blank and the proposed project is approved by the Board for participation in the Community Solar Energy Pilot Program, the Applicant must inform the Board of the information below once the EPC company becomes known.*

EPC Company Name (optional, complete if applicable): \_\_\_\_\_  
 First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_  
 Daytime Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 Municipality: \_\_\_\_\_ County: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**IV. Property/Site Owner Information**

Property Owner Company/Entity Name: \_\_\_\_\_  
 First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_  
 Daytime Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
 Applicant Mailing Address: \_\_\_\_\_  
 Municipality: \_\_\_\_\_ County: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**V. Community Solar Subscriber Organization (optional, complete if known)**

*If this section, "Community Solar Subscriber Organization," is left blank and the proposed project is approved by the Board for participation in the Community Solar Energy Pilot Program, the Applicant must inform the Board of the information below once the Subscriber Organization becomes known.*

Subscriber Organization Company/Entity Name (optional, complete if applicable): \_\_\_\_\_  
 First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_  
 Daytime Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 Municipality: \_\_\_\_\_ County: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**VI. Proposed Community Solar Facility Characteristics**

Community Solar Facility Size (as denominated on the PV panels): \_\_\_\_\_ MWdc  
 \*Any application for a system larger than 5 MWdc will be automatically eliminated. If awarded, projects will be held to the MWdc size indicated in this Application.

Community Solar Facility Location (Address): \_\_\_\_\_  
 Municipality: \_\_\_\_\_ County: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Name of Property (optional, complete if applicable): \_\_\_\_\_

Property Block and Lot Number(s): \_\_\_\_\_

Community Solar Site Coordinates: \_\_\_\_\_ Longitude \_\_\_\_\_ Latitude

Total Acreage of Property Block and Lots: \_\_\_\_\_ acres

Total Acreage of Community Solar Facility: \_\_\_\_\_ acres

Attach a delineated map of the portion of the property on which the community solar facility will be located in PDF format. The map must be provided in color. Note: Applications may be required upon request to submit a copy of the delineated map as a design plan in drawing file format (.dwg) or as a shapefile (.shp), in order to facilitate integration with Geographic Information System (GIS) software.

EDC electric service territory in which the proposed community solar facility is located: *(select one)*

- Atlantic City Electric                       Jersey Central Power & Light  
 Public Service Electric & Gas               Rockland Electric Co.

Estimated time from Application selection to project completion\* *(The Applicant should provide a good faith estimate of the date of project completion; however, this data is being collected for informational purposes only.)*: \_\_\_\_\_ (month) \_\_\_\_\_ (year)

\*Project completion is defined pursuant to the definition at N.J.A.C. 14:8-9.3 as being fully operational, up to and including having subscribers receive bill credits for their subscription to the project. Projects must be fully operational within 12 months of receiving conditional approval by the Board (subject to change according to the proposed rule amendment described in the Terms and Conditions).

The proposed community solar facility is an existing project\* .....  Yes  No

If "Yes," the Application will not be considered by the Board. See section B. XIII. for special provisions for projects having received a subsection (t) conditional certification from the Board prior to February 19, 2019.

\*An existing project is defined in N.J.A.C. 14:8-9.2 as a solar project having begun operation and/or been approved by the Board for connection to the distribution system prior to February 19, 2019.

**VII. Community Solar Facility Siting**

1. The proposed community solar project has site control\* .....  Yes  No

If "Yes," attach proof of site control.

If "No," the Application will be deemed incomplete.

\*Site control is defined as property ownership or option to purchase, signed lease or option to lease, or signed contract for use as a community solar site or option to contract for use as a community solar site. The site control must be specific to the project in this Application, and may not be contingent on the approval of another Application submitted in PY2.



2. The proposed community solar facility is located, in part or in whole, on preserved farmland\* .....  Yes  No

If “Yes,” the Application will not be considered by the Board.

\*Preserved farmland is defined in N.J.A.C. 14:8-9.2 as land from which a permanent development easement was conveyed and a deed of easement was recorded with the county clerk’s office pursuant to N.J.S.A. 4:1C-11 et seq.; land subject to a farmland preservation program agreement recorded with the county clerk’s office pursuant to N.J.S.A. 4:1C-24; land from which development potential has been transferred pursuant to N.J.S.A. 40:55D-113 et seq. or N.J.S.A. 40:55D-137 et seq.; or land conveyed or dedicated by agricultural restriction pursuant to N.J.S.A. 40:55D-39.1.

3. The proposed community solar facility is located, in part or in whole, on Green Acres preserved open space\* or on land owned by the New Jersey Department of Environmental Protection (NJDEP) .....  Yes  No

If “Yes,” the Applicant must attach special authorization from NJDEP for the site to host a community solar facility. The Board will not consider Applications for projects located, in part or in whole, on Green Acres preserved open space or on land owned by NJDEP, unless the Applicant has received special authorization from NJDEP and includes proof of such special authorization in the Application package.

\*Green Acres preserved open space is defined in N.J.A.C. 14:8-9.2 as land classified as either “funded parkland” or “unfunded parkland” under N.J.A.C. 7:36, or land purchased by the State with “Green Acres funding” (as defined at N.J.A.C. 7:36).

4. The proposed community solar facility is located, in part or in whole, on (check all that apply):

- a landfill (see question 7 below)
- a brownfield (see question 8 below)
- an area of historic fill (see question 9 below)
- a rooftop (see question 10 below)
- a canopy over a parking lot or parking deck
- a canopy over another type of impervious surface (e.g. walkway)
- a water reservoir or other water body (“floating solar”) (see question 11 below)
- a former sand or gravel pit or former mine
- farmland\* (see definition below)
- other (see question 5 below): \_\_\_\_\_

\*Farmland is defined as land that has been actively devoted to agricultural or horticultural use and that is/has been valued, assessed, and taxed pursuant to the “Farmland Assessment Act of 1964,” P.L. 1964, c.48 (C. 54:4-23.1 et seq.) at any time within the ten year period prior to the date of submission of the Application.

5. If you answered “other” to question 4 above, describe the proposed site and explain why it is appropriate for siting a community solar facility:





6. The proposed community solar facility is located, in part or in whole, on land located in:
- the New Jersey Highlands Planning Area or Preservation Area
  - the New Jersey Pinelands

If the project is a ground mounted project (i.e. not rooftop or canopy), and answered “Yes” to either of the options above, include a letter or other determination from the New Jersey Highlands Council or the New Jersey Pinelands Commission, as relevant, stating that the proposed project is consistent with land use priorities in the area.

7. If the proposed community solar facility is located, in part or in whole, on a landfill, provide the name of the landfill, as identified in NJDEP’s database of New Jersey landfills, available at [www.nj.gov/dep/dshw/lrm/landfill.htm](http://www.nj.gov/dep/dshw/lrm/landfill.htm): \_\_\_\_\_

8. If the proposed community solar facility is located, in part or in whole, on a brownfield, has a final remediation document been issued for the property? .....  Yes  No  
 If “Yes,” attach a copy of the Response Action Outcome (“RAO”) issued by a Licensed Site Remediation Professional (“LSRP”) or the No Further Action (“NFA”) letter issued by NJDEP.

9. If the proposed community solar facility is located, in part or in whole, on an area of historic fill, have the remedial investigation requirements pursuant to the Technical Requirements for Site Remediation, N.J.A.C. 7:26E-4.7 been implemented? .....  Yes  No  
 Has the remediation of the historic fill been completed pursuant to the Technical Requirements for Site Remediation, N.J.A.C. 7:26E-5.4? .....  Yes  No  
 If the remediation of the historic fill has been completed, attach a copy of the Response Action Outcome (“RAO”) issued by a Licensed Site Remediation Professional (“LSRP”) or the No Further Action (“NFA”) letter issued by NJDEP.

10. If the proposed community solar facility is located, in part or in whole, on a rooftop, has the Applicant verified that the roof is structurally able to support a solar system? .....  Yes  No  
 If “Yes,” attach substantiating evidence.  
 If “No,” the application will not be considered by the Board.

11. If the proposed community solar facility is located, in part or in whole, on a water reservoir or other water body (“floating solar”), is the facility located at a water treatment plant or sand and gravel pit that has little to no established floral and faunal resources?  
 .....  Yes  No



If “Yes,” provide supporting details and attach substantiating evidence if needed.

\*All proposed floating solar projects are required to meet with NJDEP’s OPPN prior to submitting an Application. Applicants are responsible for contacting NJDEP with sufficient advance notice to ensure that a meeting will occur prior to the deadline to submit an Application. Please see section VIII Permits, Question 2 for more information.

12. The proposed community solar facility is located on the property of an affordable housing building or complex .....  Yes  No

13. The proposed community solar facility is located on an area designated in need of redevelopment .....  Yes  No

If “Yes,” attach proof of the designation of the area as being in need of redevelopment from a municipal, county, or state entity.

14. The proposed community solar facility is located in an Economic Opportunity Zone, as defined by the New Jersey Department of Community Affairs (“DCA”) .....  Yes  No

If “Yes,” attach proof that the facility is located in an Economic Opportunity Zone.

\*More information about Economic Opportunity Zones are available at the following link:  
[https://www.state.nj.us/dca/divisions/lps/opp\\_zones.html](https://www.state.nj.us/dca/divisions/lps/opp_zones.html).

15. The proposed community solar facility is located on land or a building that is preserved by a municipal, county, state, or federal entity .....  Yes  No

If “Yes,” attach proof of the designation of the site as “preserved” from a municipal, county, or state entity, and evidence that such designation would not conflict with the proposed solar facility.

16. The proposed community solar facility is located, in part or in whole, on land that includes trees .....  Yes  No

Construction of the proposed community solar facility will require cutting down one or more trees .....  Yes  No

If “Yes,” estimated number of trees required to be cut for construction: \_\_\_\_\_

If “Yes,” estimated number of acres of trees that required to be cut for construction:  
 \_\_\_\_\_

17. Are there any use restrictions at the site? .....  Yes  No

If “Yes,” explain the use restriction below and provide documentation that the proposed community solar project is not prohibited.



Will the use restriction(s) be required to be modified by variance or other means?  
 .....  Yes  No

If “Yes,” explain the modification below.

18. The proposed community solar facility has been specifically designed or planned to preserve or enhance the site (e.g. landscaping, site and enhancements, pollination support, etc.) This represents site improvements beyond required basic site improvements .....  Yes  No  
 If “Yes,” explain below, and provide any substantiating documentation in an attachment. Explain how the proposed site enhancements will be made and maintained for the life of the project. If implementing pollination support, explain what type of pollination support, how this support is expected to help local ecosystems, and whether the proposed pollination support has received certifications or other verification.



19. This question is for informational purposes only, and will not impact the Application’s score. The Board is interested in learning more about ways in which “dual use” projects may be implemented in the Pilot Program:

The proposed community solar facility is a “dual use” project: i.e. the project site will remain in active agricultural production throughout the life of the project (e.g. crop production under or between the panels, livestock grazing).....  Yes  No

\*Wildflower planting or other pollination support is not considered dual use for purposes of this question (pollination support is question 18).

If “Yes,” explain what agricultural production will be maintained on the site and will be consistent with the presence of a solar system. Provide any substantiating documentation in an attachment.



VIII. Permits

1. The Applicant has completed the NJDEP Permit Readiness Checklist, and will submit it as an attachment to this Application.....  Yes  No  
 If “No,” the Application will be deemed incomplete. This requirement only applies to ground mounted and floating solar projects. Community solar projects located on a rooftop, parking lot, or parking structure are exempt from this requirement.

\*Applicants are not required to submit the Permit Readiness Checklist to NJDEP prior to submitting an Application to the Board, except in the case of floating solar projects.

2. The Applicant has met with NJDEP’s OPPN .....  Yes  No  
 If “Yes,” attach meeting notes or relevant correspondence with NJDEP’s OPPN.

\* If the Applicant met with OPPN or received comments from OPPN (formerly PCER) for this project as part of the Program Year 1 Application process, and if the details of the project and the site characteristics have remained the same, those comments remain valid. Please include those comments or meeting notes as an attachment to the Application.

\*A meeting with NJDEP’s OPPN is not required prior to submitting an Application. Exception: all floating solar projects are required to meet with NJDEP’s OPPN prior to submitting an Application. Applicants with a floating solar project are responsible for contacting NJDEP with sufficient advance notice to ensure that a meeting will occur prior to the deadline to submit an Application.

3. The Applicant has received all non-ministerial permits\* for this project (optional) .....  Yes  No

\*Receiving all non-ministerial permits is not required prior to submitting an Application.

\*A non-ministerial permit is one in which one or more officials consider various factors and exercise some discretion in deciding whether to issue or deny a permit. This is in contrast to a ministerial permit, for which approval is contingent upon the project meeting pre-determined and established standards. Examples of non-ministerial permits include: local planning board authorization, use variances, Pinelands or Highlands Commission approvals, etc. Examples of ministerial permits include building permits and electrical permits.

4. Please list all permits, approvals, or other authorizations that will be needed for the construction and operation of the proposed community solar facility pursuant to local, state and federal laws and regulations. Include permits that have already been received, have been applied for, and that will need to be applied for. These include:
  - a. Permits, approvals, or other authorizations from NJDEP (i.e. Land Use, Air Quality, New Jersey Pollutant Discharge Elimination System “NJPDES”, etc.) for the property.
  - b. Permits, approvals, or other authorizations from NJDEP (i.e. Land Use, Air Quality, NJPDES, etc.) directly related to the installation and operation of a solar facility on this property.



- c. Permits, approvals, or other authorizations other than those from NJDEP for the development, construction, or operation of the community solar facility (including local zoning and other local and state permits)

An Application that does not list all permits, approvals, or other authorizations that will be needed for the construction and operation of the proposed community solar facility will be deemed incomplete.

If a permit has been received, attach a copy of the permit.

Permit Name & Description	Permitting Agency/Entity	Date Permit Applied for <i>(if applicable)</i> / Date Permit Received <i>(if applicable)</i>

5. The Applicant has consulted the hosting capacity map of the relevant EDC via the EDC’s website (links are available on the NJCEP website) and determined that, based on the capacity hosting map as published at the date of submission of the Application, there is sufficient capacity available at the proposed location to build the proposed community solar facility .....  Yes  No

If “Yes,” include a screenshot of the capacity hosting map at the proposed location, showing the available capacity.

If the hosting capacity map shows insufficient capacity, the Application will not be considered by the Board, unless the Applicant provides: 1) a letter from the relevant EDC indicating that the hosting capacity map is incorrect in that location, or 2) an assessment from the relevant EDC of the cost of the interconnection upgrade that would be required to enable the interconnection of the proposed system, and a commitment from the Applicant to pay those upgrade costs if the project were to be selected by the Board.

Exception: Projects located in PSE&G service territory for which the hosting capacity map shows insufficient capacity available at the planned location may be eligible for a waiver of this requirement. If this application is seeking to exercise this waiver, please check “Yes” below and attach the waiver requirements as described in the Board’s Order: <https://www.njcleanenergy.com/files/file/CommunitySolar/FY21/8E%20-%20ORDER%20PSEG%20Interconnection.pdf>.

This project is exercising the PSE&G hosting capacity map waiver: .....  Yes  No



6. The Applicant has conducted an interconnection study for the proposed system *(optional)* .....  Yes  No  
 If “Yes,” include the interconnection study received from the EDC.

**IX. Community Solar Subscriptions and Subscribers**

1. Estimated or Anticipated Number of Subscribers *(please provide a good faith estimate or range)*:  
 \_\_\_\_\_

2. Estimated or Anticipated Breakdown of Subscribers *(please provide a good faith estimate or range of the kWh of project allocated to each category)*:  
 Residential: \_\_\_\_\_ Commercial: \_\_\_\_\_  
 Industrial: \_\_\_\_\_ Other: \_\_\_\_\_  
 (define “other”: \_\_\_\_\_)

3. The proposed community solar project is an LMI project\* .....  Yes  No  
 \*An LMI project is defined pursuant to N.J.A.C. 14:8-9 as a community solar project in which a minimum 51 percent of project capacity is subscribed by LMI subscribers.

4. The proposed community solar project has a clear plan for effective and respectful customer engagement process. ....  Yes  No  
 If “Yes,” attach evidence of experience on projects serving LMI communities or partnerships with organizations that have experience serving LMI communities.

5. The proposed community solar project will allocate at least 51% of project capacity to residential customers .....  Yes  No

6. An affordable housing provider is seeking to qualify as an LMI subscriber for the purposes of the community solar project .....  Yes  No  
 If “Yes,” estimated or anticipated percentage of the project capacity for the affordable housing provider’s subscription *(provide an estimate or range)*: \_\_\_\_\_

If “Yes,” what specific, substantial, identifiable, and quantifiable long-term benefits from the community solar subscription are being passed through to their residents/tenants?





Additionally, the affordable housing provider must attach a signed affidavit that the specific, substantial, identifiable, and quantifiable long-term benefits from the community solar subscription will be passed through to their residents/tenants.

If “No,” please be aware that, if, at any time during the operating life of the community solar project an affordable housing provider wishes to subscribe to the community solar project as an LMI subscriber, it must submit a signed affidavit that the specific, substantial, identifiable, and quantifiable benefits from the community solar subscription will be passed through to its residents/tenants.

7. This project uses an anchor subscriber (*optional*) .....  Yes  No  
 If “Yes,” name of the anchor subscriber (*optional*): \_\_\_\_\_  
 Estimated or anticipated percentage or range of the project capacity for the anchor subscriber’s subscription: \_\_\_\_\_

8. Is there any expectation that the account holder of a master meter will subscribe to the community solar project on behalf of its tenants? .....  Yes  No  
 If “Yes,” what specific, identifiable, sufficient, and quantifiable benefits from the community solar subscription are being passed through to the tenants?



Additionally, the account holder of the master meter must attach a signed affidavit that the specific, identifiable, sufficient, and quantifiable benefits from the community solar subscription will be passed through to the tenants.

If “No,” please be aware that, if, at any time during the operating life of the community solar project the account holder of a master meter wishes to subscribe to the community solar project on behalf of its tenants, it must submit to the Board a signed affidavit that the specific, identifiable, sufficient, and quantifiable benefits from the community solar subscription will be passed through to its tenants.

9. The geographic restriction for distance between project site and subscribers is: (*select one*)  
 No geographic restriction: whole EDC service territory  
 Same county OR same county and adjacent counties  
 Same municipality OR same municipality and adjacent municipalities

Note: The geographic restriction selected here will apply for the lifetime of the project, barring special dispensation from the Board, pursuant to N.J.A.C. 14:8-9.5(a).



10. Product Offering for LMI subscribers: *(The Applicant must also complete and attach one or more product offering form(s) found in Appendix A. See Appendix A for exemptions.)*

The subscription proposed offers guaranteed or fixed savings to subscribers .....  Yes  No

If "Yes," the guaranteed or fixed savings are offered as:

- A percentage saving on the customer's annual electric utility bill
- A percentage saving on the customer's community solar bill credit
- Other: \_\_\_\_\_

If "Yes," the proposed savings represent:

- 0% - 5% of the customer's annual electric utility bill or bill credit
- 5% - 10% of the customer's annual electric utility bill or bill credit
- 10% - 20% of the customer's annual electric utility bill or bill credit
- over 20% of the customer's annual electric utility bill or bill credit

The subscription proposed offers subscribers ownership or a pathway to ownership of a share of the community solar facility .....  Yes  No

If "Yes," include proof of a pathway to ownership of a share of the community solar facility offered to the subscribers in Appendix A.

11. Product Offering for non-LMI subscribers: *(The Applicant must also complete and attach one or more product offering form(s) found in Appendix A. See Appendix A for exemptions.)*

The subscription proposed offers guaranteed or fixed savings to subscribers .....  Yes  No

If "Yes," the guaranteed or fixed savings are offered as:

- A percentage saving on the customer's annual electric utility bill
- A percentage saving on the customer's community solar bill credit
- Other: \_\_\_\_\_

If "Yes," the proposed savings represent:

- 0% - 5% of the customer's annual electric utility bill or bill credit
- 5% - 10% of the customer's annual electric utility bill or bill credit
- 10% - 20% of the customer's annual electric utility bill or bill credit
- over 20% of the customer's annual electric utility bill or bill credit

The subscription proposed offers subscribers ownership or a pathway to ownership of a share of the community solar facility .....  Yes  No

If "Yes," include proof of a pathway to ownership of a share of the community solar facility offered to the subscribers in Appendix A.



12. The list of approved community solar projects will be published on the Board’s website. Additionally, subscriber organizations have the option of indicating, on this list, that the project is currently seeking subscribers.

If this project is approved, the Board should indicate on its website that the project is currently seeking subscribers .....  Yes  No

If “Yes,” the contact information indicated on the Board’s website should read:

Company/Entity Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Email: \_\_\_\_\_

\*It is the responsibility of the project’s subscriber organization to notify the Board if/when the project is no longer seeking subscribers, and request that the Board remove the above information on its website.

**X. Community Engagement**

1. The proposed community solar facility is located on land or a building owned or controlled by a government entity, including, but not limited to, a municipal, county, state, or federal entity .....  Yes  No

2. The proposed community solar project is being developed by or in partnership or collaboration\* with the municipality in which the project is located .....  Yes  No  
 If “Yes,” explain how and attach evidence of the project being developed by or in partnership or collaboration with the municipality in which the project is located.

\*Partnership or collaboration with the municipality is defined as clear and ongoing municipal involvement in the approval of the design, development, or operation of the proposed community solar project (e.g. project is located on a municipal site, municipality facilitating subscriber acquisition, municipal involvement in defining the subscription terms, etc.). Examples of evidence may include a formal partnership, a municipal request for proposals or other public bidding process, letter describing the municipality’s involvement in the project or meeting minutes. Documentation must be specific to the project described in this Application; “generic” documentation of support that applies to multiple projects submitted by the same Applicant will not be accepted.

3. The proposed community solar project is being developed by or in partnership or collaboration\* with one or more local community organization(s) and/or affordable housing providers in the area in which the project is located .....  Yes  No



If “Yes,” explain how and attach evidence of the project being developed by or in partnership or collaboration with the local community organization(s) and/or affordable housing providers.

\*Partnership or collaboration is defined as clear and ongoing involvement by the local community organization(s) and/or affordable housing providers in the approval of the design, development, or operation of the proposed community solar project (e.g. community organization owns the proposed site, community organization is facilitating subscriber acquisition or was involved in the design of the community solar product offering, etc.). Documentation must be specific to the project described in this Application; “generic” documentation of support that applies to multiple projects submitted by the same Applicant will not be accepted.

4. The proposed community solar project was developed, at least in part, with support and in consultation with the community in which the project is located\* .....  Yes  No  
 If “Yes,” please describe the consultative process below.

\*A community consultative process may include any of the following: letter of support from municipality and/or community organizations and/or local affordable housing provider demonstrating their awareness and support of the project; one or more opportunities for public intervention; and/or outreach to the municipality and/or local community organizations and/or affordable housing provider.

**XI. Project Cost**

*This section, “Project Cost,” is optional if: 1) the Applicant is a government entity (municipal, county, or state), AND 2) the community solar developer will be selected by the Applicant via a RFP, RFQ, or other bidding process. In all other cases, this section is required.*

1. Provide the following cost estimates and attach substantiating evidence in the form of an unlocked Excel spreadsheet model:

*Applicants are expected to provide a good faith estimate of costs associated with the proposed community solar project, as they are known at the time the Application is filed with the Board. This information will not be used in the evaluation of the proposed community solar project.*



Net Installed Cost (in \$)	
Net Installed Cost (in \$/Watt)	
Initial Customer Acquisition Cost (in \$/Watt)	
Annual Customer Churn Rate (in %)	
Annual Operating Expenses (in c/kWh)	
Levelized Cost of Energy (“LCOE”) (in c/kWh)	

- Pursuant to N.J.A.C. 14:8-9.7(q), “community solar projects shall be eligible to apply, via a one-time election prior to the delivery of any energy from the facility, for SRECs or Class I RECs, as applicable, or to any subsequent compensations as determined by the Board pursuant to the Clean Energy Act.” Consistent with the Clean Energy Act of 2018, the Board is no longer accepting applications for the SREC Registration Program (“SRP”). Projects granted conditional approval to participate in PY2 will be eligible to apply for the TI Program.

For indicative purposes only, please indicate all local, state and federal tax incentives which will be applied to if the proposed community solar project is approved for participation in the Community Solar Energy Pilot Program:



**XII. Other Benefits**

- The proposed community solar facility will be paired with storage .....  Yes  No  
 If “Yes,” please describe the proposed storage facility:
  - Storage system size: \_\_\_\_\_ MW \_\_\_\_\_ MWh
  - The storage offtaker is also a subscriber to the proposed community solar facility .....  Yes  No

\*Community solar credits will only be provided to community solar generation; credits will not be provided to energy discharged to the grid from a storage facility (i.e. no “double counting”).

- The proposed community solar facility will be paired with one or more EV charging stations .....  Yes  No  
 If “Yes,” how many EV charging stations: \_\_\_\_\_  
 Will these charging stations be public and/or private? \_\_\_\_\_  
 Please provide additional details:



3. The proposed community solar facility will provide energy audits and/or energy efficiency improvements to subscribers.....  Yes  No

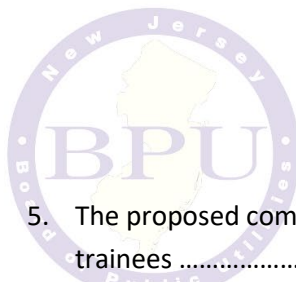
If "Yes," please provide additional details:

4. The proposed community solar project will create temporary or permanent jobs in New Jersey .....  Yes  No

If "Yes," estimated number of temporary jobs created in New Jersey: \_\_\_\_\_

If "Yes," estimated number of permanent jobs created in New Jersey: \_\_\_\_\_

If "Yes," explain what these jobs are:



5. The proposed community solar project will provide job training opportunities for local solar trainees .....  Yes  No

If "Yes," will the job training be provided through a registered apprenticeship? ....  Yes  No

If "Yes," identify the entity or entities through which job training is or will be organized (e.g. New Jersey GAINS program, partnership with local school):

**XIII. Special Authorizations and Exemptions**

1. Is the proposed community solar project co-located with another community solar facility (as defined at N.J.A.C. 14:8-9.2)? .....  Yes  No

If "Yes," please explain why the co-location can be approved by the Board, consistent with the provisions at N.J.A.C. 14:8-9





2. Does this project seek an exemption from the 10-subscriber minimum? .....  Yes  No  
 If “Yes,” please demonstrate below (and attach supporting documents as relevant):
- a. That the project is sited on the property of a multi-family building.
  - b. That the project will provide specific, identifiable, and quantifiable benefits to the households residing in said multi-family building.

3. Specific sections throughout the Application Form are identified as optional only if: 1) the Applicant is a government entity (municipal, county, or state), and 2) the community solar developer will be selected by the Applicant via a RFP, RFQ, or other bidding process. Is the Applicant a government entity that plans to select the developer via such bidding process? .....  Yes  No  
 If “Yes,” attach a letter describing the proposed bidding process and a copy of the request for bids (RFP, RFQ, or other bidding document) that is ready to be issued if the project is granted conditional approval by the Board. The Applicant must further commit to issuing said RFP, RFQ, or other bidding process within 90 days of the proposed project being approved by the Board for participation in the Community Solar Energy Pilot Program. The Applicant will be required to provide the information contained in those optional sections to the Board once it becomes known.

4. Has the proposed community solar project received, in part or in whole, a subsection (t) conditional certification from the Board prior to February 19, 2019? .....  Yes  No  
 If “Yes,” the project may apply to participate in the Community Solar Energy Pilot Program if it commits to withdrawing the applicable subsection (t) conditional certification immediately if it is approved by the Board for participation in the Community Solar Energy Pilot Program. Attach a signed affidavit that the Applicant will immediately withdraw the applicable subsection (t) conditional certification if the proposed project is approved by the Board for participation in the Community Solar Energy Pilot Program.

5. The Board has proposed an amendment to the Pilot Program rules, which, if approved, would allow municipally-owned community solar projects to submit an application for a project that requests an exemption from the provisions at N.J.A.C. 14:8-9.10(b)(1) mandating subscriber enrollment via affirmative consent (i.e. an opt-out community solar project). Projects that intend



to utilize opt-out subscriber enrollment if the proposed rule amendment is approved by the Board must indicate such intent below. If the Application is selected but the proposed rule amendment is not approved by the Board, the project will be required to proceed using affirmative consent (i.e. "opt-in") subscriber enrollment rules, as currently provided for in the Pilot Program rules at N.J.A.C. 14:8-9.10(b)(1).

A. This Application is for an opt-out community solar project.....  Yes  No

B. The proposed opt-out project will be owned and operated by the municipality for the duration of the project life (excluding a possible period of temporary third-party, tax-credit investor ownership to maximize the financeability of the opt-out project, subject to appropriate contractual provisions that maintain the municipality's ultimate control of the proposed opt-out project).....  Yes  No

If "Yes," the municipality name is: \_\_\_\_\_

If "No," the project will not be considered for eligibility as an opt-out community solar project.

C. The proposed opt-out project has been authorized by municipal ordinance or resolution .....  Yes  No

If "Yes," attach a copy of the municipal ordinance or resolution allowing the development, ownership, and operation an opt-out community solar project, contingent on the proposed rules being approved by the Board.

If "No," the project will not be considered for eligibility as an opt-out community solar project.

D. The proposed opt-out project will allocate all project capacity to LMI subscribers .....  Yes  No

If "No," the project will not be considered for eligibility as an opt-out community solar project.

E. Describe the process by which the municipality will identify the customers that will be automatically enrolled in the proposed opt-out project: \_\_\_\_\_

F. The municipal applicant has reviewed the proposed rule amendment allowing for opt-out projects, and agrees to adhere to the proposed rules and any subsequent modification if they are approved by the Board. The applicant understands that any approval for the project to operate as an opt-out community solar project is contingent on the proposed rule amendment being approved by the Board. The applicant understands that, if the proposed rule amendment is not approved by the Board, the project, if approved, will be required to



adhere to the existing “opt-in” rules for subscriber enrollment (N.J.A.C. 14:8-9.10(b)(1)).  
 .....  Yes  No

Attach an affidavit that the municipal project owner will comply with all applicable rules and regulations, particularly those relating to consumer privacy and consumer protection.




**Section C: Certifications**

*Instructions: Original signatures on all certifications are required. All certifications in this section must be notarized; instructions on how to submit certifications will be provided as part of the online application process. Certifications must be dated after October 3, 2020: PY1 certifications may not be reused in PY2.*

**Applicant Certification**

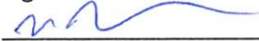
The undersigned warrants, certifies, and represents that:

- 1) I, David Bernstein (name) am the Agent / Property Manager (title) of the Applicant 32 Chestnut LLC (name) and have been authorized to file this Applicant Certification on behalf of my organization; and
- 2) The information provided in this Application package has been personally examined, is true, accurate, complete, and correct to the best of the undersigned's knowledge, based on personal knowledge or on inquiry of individuals with such knowledge; and
- 3) The community solar facility proposed in the Application will be constructed, installed, and operated as described in the Application and in accordance with all Board rules and applicable laws; and
- 4) The system proposed in the Application will be constructed, installed, and operated in accordance with all Board policies and procedures for the Transition Incentive Program, if applicable; and
- 5) My organization understands that information in this Application is subject to disclosure under the Open Public Records Act, N.J.S.A. 47-1A-1 et seq., and that any claimed sensitive and trade secret information should be submitted in accordance with the confidentiality procedures set forth in N.J.A.C. 14:1-12.3; and
- 6) I acknowledge that **submission of false information may be grounds for denial of this Application, and if any of the foregoing statements are willfully false, I am subject to punishment to the full extent of the law, including the possibility of fine and imprisonment.**

Signature:  Date: 2/1/21

Print Name: David Bernstein  
Title: Agent / Property Manager Company: 32 Chestnut LLC

Signed and sworn to before me on this 1st day of Feb, 2021

  
Signature  
Ephraim Steinberg  
Name

**EPHRAIM STEINBERG**  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Nov. 15, 2023  
Comm. No.: 50094117





**Project Developer Certification**

*This Certification "Project Developer / Installer" is optional if: 1) the Applicant is a government entity (municipal, county, or state), AND 2) the community solar developer will be selected by the Applicant via a Request for Proposals (RFP), Request for Quotations (RFQ), or other bidding process. In all other cases, this Certification is required.*

The undersigned warrants, certifies, and represents that:

- 1) I, Shimmy Tessler (name) am the Project Developer - Owner (title) of the Project Developer Arosa SolarEnergy Systems Inc (name) and have been authorized to file this Applicant Certification on behalf of my organization; and
- 2) The information provided in this Application package has been personally examined, is true, accurate, complete, and correct to the best of the undersigned's knowledge, based on personal knowledge or on inquiry of individuals with such knowledge; and
- 3) The community solar facility proposed in the Application will be constructed, installed, and operated as described in the Application and in accordance with all Board rules and applicable laws; and
- 4) The system proposed in the Application will be constructed, installed, and operated in accordance with all Board policies and procedures for the Transition Incentive Program, if applicable; and
- 5) My organization understands that information in this Application is subject to disclosure under the Open Public Records Act, N.J.S.A. 47-1A-1 et seq., and that any claimed sensitive and trade secret information should be submitted in accordance with the confidentiality procedures set forth in N.J.A.C. 14:1-12.3; and
- 6) I acknowledge that **submission of false information may be grounds for denial of this Application, and if any of the foregoing statements are willfully false, I am subject to punishment to the full extent of the law, including the possibility of fine and imprisonment.**

Signature: 

Date: 2/1/2021

Print Name: Shimmy Tessler

Title: Project Developer - Owner

Company: Arosa SolarEnergy Systems Inc

Signed and sworn to before me on this 1st day of February, 2021

Signature \_\_\_\_\_  
 Name \_\_\_\_\_

**NUCHEM MEHRING**  
 NOTARY PUBLIC  
 STATE OF NEW JERSEY  
 ID #50007807  
 MY COMMISSION EXPIRES 05-JAN-25



**Project Owner Certification**

The undersigned warrants, certifies, and represents that:

- 1) I, Shimmy Tessler (name) am the Project Developer - Owner (title) of the Project Owner Arosa SolarEnergy Systems Inc (name) and have been authorized to file this Applicant Certification on behalf of my organization; and
- 2) The information provided in this Application package has been personally examined, is true, accurate, complete, and correct to the best of the undersigned's knowledge, based on personal knowledge or on inquiry of individuals with such knowledge; and
- 3) The community solar facility proposed in the Application will be constructed, installed, and operated as described in the Application and in accordance with all Board rules and applicable laws; and
- 4) The system proposed in the Application will be constructed, installed, and operated in accordance with all Board policies and procedures for the Transition Incentive Program, if applicable; and
- 5) My organization understands that information in this Application is subject to disclosure under the Open Public Records Act, N.J.S.A. 47-1A-1 et seq., and that any claimed sensitive and trade secret information should be submitted in accordance with the confidentiality procedures set forth in N.J.A.C. 14:1-12.3; and
- 6) I acknowledge that **submission of false information may be grounds for denial of this Application, and if any of the foregoing statements are willfully false, I am subject to punishment to the full extent of the law, including the possibility of fine and imprisonment.**

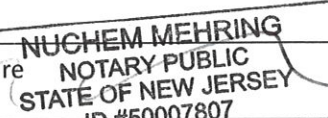
Signature: 

Date: 2/1/2021

Print Name: Shimmy Tessler  
 Title: Project Developer - Owner

Company: Arosa SolarEnergy Systems Inc

Signed and sworn to before me on this 1st day of February, 2021

Signature   
 Name NUCHEM MEHRING  
 NOTARY PUBLIC  
 STATE OF NEW JERSEY  
 ID #50007807  
 MY COMMISSION EXPIRES 05-JAN-25






Property Owner Certification

The undersigned warrants, certifies, and represents that:


- 1) I, David Bernstein (name) am the Agent / Property Manager (title) of the Property 32 Chestnut LLC (name) and have been authorized to file this Applicant Certification on behalf of my organization; and
- 2) The information provided in this Application package pertaining to siting and location of the proposed community solar project has been personally examined, is true, accurate, complete, and correct to the best of the undersigned's knowledge, based on personal knowledge or on inquiry of individuals with such knowledge; and
- 3) My organization or I understand that information in this Application is subject to disclosure under the Open Public Records Act, N.J.S.A. 47-1A-1 et seq., and that any claimed sensitive and trade secret information should be submitted in accordance with the confidentiality procedures set forth in N.J.A.C. 14:1-12.3; and
- 4) I acknowledge that **submission of false information may be grounds for denial of this Application, and if any of the foregoing statements are willfully false, I am subject to punishment to the full extent of the law, including the possibility of fine and imprisonment.**

Signature:  Date: 2/1/21

Print Name: David Bernstein  
Title: Agent / Property Manager Company: 32 Chestnut LLC



Signed and sworn to before me on this 1st day of Feb, 2021

  
Signature  
Ephraim Steinberg  
Name

**EPHRAIM STEINBERG**  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Nov. 15, 2023  
Comm. No.: 50084117



Subscriber Organization Certification (optional, complete if known)

The undersigned warrants, certifies, and represents that:

- 1) I, Eric Dahnke (name) am the CEO (title) of the Subscriber Organization PowerMarket (name) and have been authorized to file this Applicant Certification on behalf of my organization; and
- 2) The information provided in this Application package has been personally examined, is true, accurate, complete, and correct to the best of the undersigned's knowledge, based on personal knowledge or on inquiry of individuals with such knowledge; and
- 3) The community solar facility proposed in the Application will be constructed, installed, and operated as described in the Application and in accordance with all Board rules and applicable laws; and
- 4) My organization understands that information in this Application is subject to disclosure under the Open Public Records Act, N.J.S.A. 47-1A-1 et seq., and that any claimed sensitive and trade secret information should be submitted in accordance with the confidentiality procedures set forth in N.J.A.C. 14:1-12.3; and
- 5) I acknowledge that **submission of false information may be grounds for denial of this Application, and if any of the foregoing statements are willfully false, I am subject to punishment to the full extent of the law, including the possibility of fine and imprisonment.**

Signature: Eric Ross Dahnke Date: 02/03/2021

Print Name: Eric Dahnke

Title: CEO Company: PowerMarket

State of Florida, County of Pinellas

Signed and sworn to before me on this 3rd day of February, 2021

By Eric Ross Dahnke Type of ID provided by signer: NY Driver License

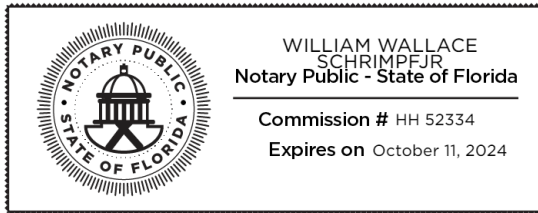
[Signature]  
Signature

William Wallace Schimpf Jr

Name

Commission # HH 52334

My Commission Expires: 10/11/2024



Notarized online using audio-video communication



**Section D: Appendix**

**Appendix A: Product Offering Questionnaire**

Complete the following Product Offering Questionnaire. If there are multiple different product offerings for the proposed community solar project, please complete and attach one Product Offering Questionnaire per product offering. Variations in any product offering require a separate Product Offering Questionnaire. Applicants are expected to provide a good faith description of the product offerings developed for the proposed community solar project, as they are known at the time the Application is filed with the Board. If the proposed project is approved by the Board, the Applicant must notify the Board and receive approval from the Board for any modification or addition to a Product Offering Questionnaire.

Exception: This "Product Offering Questionnaire" is optional if: 1) the Applicant is a government entity (municipal, county, or state), AND 2) the community solar developer will be selected by the Applicant via a Request for Proposals (RFP), Request for Quotations (RFQ), or other bidding process.

This Questionnaire is Product Offering number \_\_\_\_\_ of \_\_\_\_\_ (total number of product offerings).

This Product Offering applies to:

- LMI subscribers
- non-LMI subscribers
- both LMI and non-LMI subscribers

1. Community Solar Subscription Type (examples: kilowatt hours per year, kilowatt size, percentage of community solar facility's nameplate capacity, percentage of subscriber's historical usage, percentage of subscriber's actual usage): \_\_\_\_\_
2. Community Solar Subscription Price: (check all that apply)
  - Fixed price per month
  - Variable price per month, variation based on: \_\_\_\_\_
  - The subscription price has an escalator of \_\_\_\_\_ % every \_\_\_\_\_ (interval)
3. Contract term (length): \_\_\_\_\_ months, or \_\_\_\_\_ years OR  month-to-month
4. Fees
  - Sign-up fee: \_\_\_\_\_
  - Early Termination or Cancellation fees: \_\_\_\_\_
  - Other fee(s) and frequency: \_\_\_\_\_
5. Does the subscription guarantee or offer fixed savings or specific, quantifiable economic benefits to the subscriber? .....  Yes  No



If "Yes," the savings are guaranteed or fixed:

- As a percentage of monthly utility bill
- As a fixed guaranteed savings compared to average historic bill
- As a fixed percentage of bill credits
- Other: \_\_\_\_\_

6. Special conditions or considerations:



**Appendix B: Required Attachments Checklist**

*Note that this list is for indicative purposes only. Additional attachments may be required, and as identified throughout this Application Form. Please review the Application Form in its entirety, and attach attachments as required. The page numbers reference the pages from the [Application Form](#) as it was originally approved by the Board, not as they may appear in this fillable PDF.*

<b>Required Attachments</b> Attachments marked with an asterisk (*) are only required if the project meets the specified criteria. All others are required for all Applications.	<b>Reference Page Number</b>	<b>Attached?</b>
Delineated map of the portion of the property on which the community solar facility will be located (in color).	p. 10	<input type="checkbox"/> Yes <input type="checkbox"/> No
Proof of site control.	p. 10	<input type="checkbox"/> Yes <input type="checkbox"/> No
(*) If the proposed project is located, in part or in whole on a rooftop: substantiating evidence that the roof is structurally able to support a solar system.	p. 12	<input type="checkbox"/> Yes <input type="checkbox"/> No
(*) If the proposed project is located on an area designated in need of redevelopment: proof of the designation of the area as being in need of redevelopment from a municipal, county, or state entity.	p. 13	<input type="checkbox"/> Yes <input type="checkbox"/> No
(*) If the proposed project is located in an Economic Opportunity Zone ("EOZ"), as defined by DCA: proof that the facility is located in an EOZ.	p. 13	<input type="checkbox"/> Yes <input type="checkbox"/> No
(*) If the proposed project is located on land or a building that is preserved by a municipal, county, or federal entity: proof of the designation of the site as "preserved" and that the designation would not conflict with the proposed solar facility.	p. 13	<input type="checkbox"/> Yes <input type="checkbox"/> No
Copy of the completed Permit Readiness Checklist.	p. 14	<input type="checkbox"/> Yes <input type="checkbox"/> No
A screenshot of the EDC capacity hosting map at the proposed location, showing the available capacity (in color).	p. 16	<input type="checkbox"/> Yes <input type="checkbox"/> No
Substantiating evidence of project cost in the form of charts and/or spreadsheet models.	p. 20	<input type="checkbox"/> Yes <input type="checkbox"/> No
Product Offering Questionnaire(s) in Appendix A.	p. 30 – 31	<input type="checkbox"/> Yes <input type="checkbox"/> No
Certifications in Section C.	p. 25 – 29	<input type="checkbox"/> Yes <input type="checkbox"/> No

<b>Optional Attachments</b> Attachments marked with an asterisk (*) only apply if the project meets the specified criteria.	<b>Reference Page Number</b>	<b>Attached?</b>
(*) If the project is located, in part or in whole, on a brownfield: copy of the Response Action Outcome (issued by the LSRP) or the No Further Action letter (issued by DEP).	p. 12	<input type="checkbox"/> Yes <input type="checkbox"/> No
(*) If the project is located, in part or in whole, on an area of historic fill: copy of the Response Action Outcome (issued by the LSRP) or the No Further Action letter (issued by DEP).	p. 12	<input type="checkbox"/> Yes <input type="checkbox"/> No
Substantiating evidence that the proposed community solar facility has been specifically designed or planned to preserve or enhance the site (e.g. landscaping, site and enhancements, pollination support, etc.).	p. 14	<input type="checkbox"/> Yes <input type="checkbox"/> No





Proof of a meeting with NJDEP Office of Permitting and Project Navigation (“OPPN”), if applicable. (*) Proof of a meeting with OPPN is optional, except for projects that are in part or in whole a floating solar project. (*) If the Applicant met with OPPN (formerly PCER) during PY1, and there have been no changes to the project or site characteristics, include any comments received from OPPN on the PY1 Application.	p. 14	<input type="checkbox"/> Yes <input type="checkbox"/> No
Permits received for this site or project.	p. 15	<input type="checkbox"/> Yes <input type="checkbox"/> No
Evidence of experience on projects serving LMI communities or partnerships with organizations that have experience serving LMI communities	p.16	<input type="checkbox"/> Yes <input type="checkbox"/> No
(*) If an affordable housing provider is seeking to qualify as an LMI subscriber for purposes of the community solar project: signed affidavit from the affordable housing provider that the specific, substantial, identifiable, and quantifiable long-term benefits from the community solar subscription will be passed through to their residents/tenants.	p. 17	<input type="checkbox"/> Yes <input type="checkbox"/> No
(*) If the account holder of a master meter will subscribe on behalf of its tenants: signed affidavit from the account holder that the specific, identifiable, sufficient, and quantifiable benefits from the community solar subscription will be passed through to the tenants	p. 17	<input type="checkbox"/> Yes <input type="checkbox"/> No
Evidence that the proposed project is being developed by or in partnership and collaboration with the municipality in which the project is located.	p. 19	<input type="checkbox"/> Yes <input type="checkbox"/> No
Evidence that the proposed project is being developed in partnership or collaboration with one or more local community organization(s) and/or affordable housing providers in the area in which the project is located.	p. 19 – 20	<input type="checkbox"/> Yes <input type="checkbox"/> No
Evidence that the proposed project is being developed with support and in consultation with the community in which the project is located.	p. 20	<input type="checkbox"/> Yes <input type="checkbox"/> No
(*) If the project is seeking an exemption from the 10-subscriber minimum rule: supporting documents if needed.	p. 22	<input type="checkbox"/> Yes <input type="checkbox"/> No

Required Attachments for Exemptions	Reference Page Number	Attached?
If the Applicant is a government entity (municipal, county, or state), and the community solar developer will be selected by the Applicant via a Request for Proposals (RFP), Request for Quotations (RFQ), or other bidding process: ⇒ Attach a letter from the Applicant describing the bidding process and a copy of the request for bids (RFP, RFQ, or other bidding document) that is ready to be issued if project is granted conditional approval by the Board.	p. 22	<input type="checkbox"/> Yes <input type="checkbox"/> No
If the proposed community solar project is located, in part or in whole, on Green Acres preserved open space or on land owned by NJDEP. ⇒ Attach special authorization from NJDEP for the site to host a community solar facility.	p. 11	<input type="checkbox"/> Yes <input type="checkbox"/> No





<p>If the proposed community solar project has received, in part or in whole, a subsection (t) conditional certification from the Board prior to February 19, 2019.</p> <p>⇒ Attach a signed affidavit that the Applicant will immediately withdraw the applicable subsection (t) conditional certification if the proposed project is approved by the Board for participation in the Community Solar Energy Pilot Program.</p>	p. 22	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>If the proposed community solar project plans to operate as a municipal opt-out project, contingent on the Board's approval the relevant proposed rules.</p> <p>⇒ Attach a copy of the municipal ordinance or resolution allowing the development, ownership, and operation an opt-out community solar project, contingent on the proposed rules being approved by the Board</p> <p>⇒ Attach an affidavit that the municipal project owner will comply with all applicable rules and regulations, particularly those relating to consumer privacy and consumer protection.</p>	p. 23  p. 24	<input type="checkbox"/> Yes <input type="checkbox"/> No  <input type="checkbox"/> Yes <input type="checkbox"/> No



		Page Number	Document List
1		31 of 67	Delineated map
2		32 - 46 of 67	Proof of site control
3		47 - 48 of 67	Evidence of structural capability
4		49 of 67	EDC capacity hosting map
5		50 of 67	Project Costs
6		51- 52 of 67	EDC Approval to Install
7		53- 55 of 67	LMI Experience
8		56 -59 of 67	Municipality
9		60 - 62 of 67	Community Org
10		63 - 65 of 67	Community Support Letters
11		66 of 67	Proof of Training Program
12		67 of 67	EAG Audit Letter



# SOLAR PHOTOVOLTAIC SYSTEM

## 32 CHESTNUT STREET FARMINGDALE NJ, 07727

### CODES & STANDARDS:

DESIGN AND CONSTRUCTION OF THIS PROJECT BASED ON THE FOLLOWING CODES:

- INTERNATIONAL BUILDING CODE (IBC)-2018, NJ EDITION.
- NATIONAL ELECTRICAL CODE 2017 WITH AMENDMENTS NJAC 5:23-3.16.
- INVERTER SHALL BE UTILITY INTERACTIVE AND LISTED PER UL1741
- PV MODULES SHALL BE LISTED PER UL1703

### PV MODULE INFORMATION

MODULE MAKE	ZNSHINE
MODULE MODEL#	ZKM6-72-400/M
WATTAGE	400
OPEN CIRCUIT VOLTAGE (Voc)	49.2
MAX POWER VOLTAGE (Vpm)	39.9
SHORT CIRCUIT CURRENT (Isc)	10.03
MAX POWER CURRENT (Imp)	9.53
TEMP COEFFICIENT (Voc) %/C	-0.29%
TEMP COEFFICIENT (Isc) %/C	0.05%
TEMP COEFFICIENT (Pmp) %/C	-0.370%

### INVERTER INFORMATION

INVERTER MAKE	SOLAREEDGE
INVERTER MODEL #	SE100KUS
MAX INPUT VOLTAGE DC TO GND	500V
MAX INPUT VOLTAGE DC -TO DC+	1000 A
MAX INPUT CURRENT	120
MAX CONTINUOUS OUTPUT CURRENT	120 A/PHASE
NOMINAL AC OUTPUT VOLTAGE	480V, 60HZ
MAX AC OUTPUT POWER	100 KW
CEC WEIGHTED EFFICIENCY	98.5%

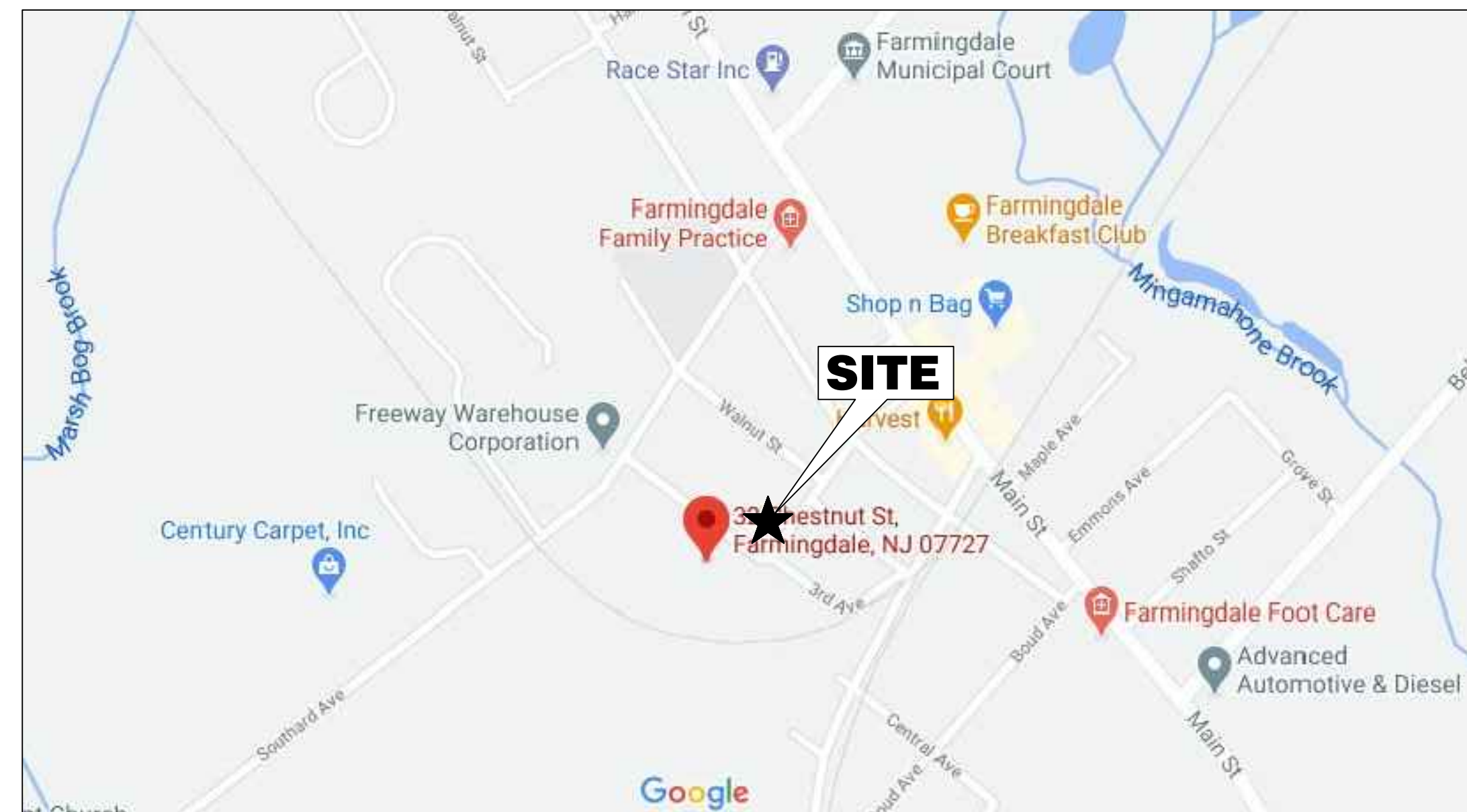
### POWER OPTIMIZER

POWER OPTIMIZER	SOLAREEDGE P860
MAX INPUT POWER	860W
MAX INPUT VOLTAGE	60 V DC
MPPT RANGE	12.5-60 V DC
MAX MODULE ISC	11 A DC
MAX OUTPUT CURRENT	18 A DC

### MAX VOLTAGE CALCULATION

Ltemp-Lowest Ambient Temp. (F)	0	°F
Ltemp- (C)	-18	°C
H-temp-Highest Ambient Temp. (F)	105	°F
Htemp- (C)	41	°C
<b>MODULE INFORMATION:</b>		
Max Power Voltage Vmp	39.9	V
Temp Coefficient of Pmp (B)	-0.37%	/°C
Temp Coeff of Vmp	-0.15	V/°C
Open Circuit Voltage Voc	49.20	V
Temp Coefficient of Voc (α)	-0.29%	/°C
Temp Coeff of Voc	-0.14	V/°C
Tref (The cell temp at STC)	25	°C
Trise (The expected rise in cell temp)	20	°C
<b>POWER OPTIMIZER :</b>		
Vmax	60	V
Vmin	12.5	V
<b>MAX MODULE VOLTAGE:</b>		
Vmax+Voc+((Ltemp-Tref) x αVoc)	55.35	V

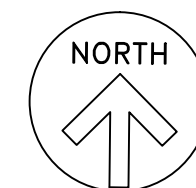
1876 PV PANEL, 400W EACH, TOTAL OF 750.4 KW DC  
(6) INVERTERS 100KW, TOTAL OF 600 KW AC



VICINITY MAP  
SCALE: N.T.S.



KEY PLAN  
SCALE: N.T.S.



### GENERAL NOTES:

- ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2017 NATIONAL ELECTRICAL CODE (NEC), LOCAL MUNICIPAL CODE, AND LOCAL FIRE DISTRICT REGULATIONS.
- ALL EQUIPMENT SHALL BE LISTED AND LABELED PER UL AND INSTALLED PER THE LISTING REQUIREMENTS AND THE MANUFACTURER'S INSTRUCTIONS.
- ALL INVERTERS SHALL BE IEEE 929 COMPLIANT AND SHALL BE INSPECTED BY LOCAL UTILITY BEFORE COMMISSIONING, TESTING AND OPERATION OF THE SYSTEM.
- ALL OUTDOOR EQUIPMENT SHALL BE MINIMUM OF NEMA 3R, INCLUDING OUTDOOR MOUNTED TRANSITION BOXES, COMBINER BOXES, AND SWITCHES.
- ALL EQUIPMENT SHALL BE PROPERLY GROUNDED PER THE REQUIREMENTS OF NEC ART. 250 AND 690.
- PV MODULES ARE ENERGIZED WHENEVER EXPOSED TO LIGHT, PV SYSTEM INSTALLER SHALL DISABLE THE ARRAY DURING INSTALLATION AND SERVICE BY SHORT CIRCUITING, OPEN CIRCUITING, OR COVERING THE ARRAY WITH AN OPAQUE COVERING.
- PV SYSTEM INSTALLER WILL BE RESPONSIBLE FOR FURNISHING AND INSTALLATION OF RELATED EQUIPMENT, CABLES, ADDITIONAL CONDUITS, BOXES AND OTHER ACCESSORIES NECESSARY FOR COMPLETE AND OPERATIONAL PHOTOVOLTAIC SYSTEM.
- PV SYSTEM INSTALLER SHALL COORDINATE ALL THE WORK WITH THE ENGINEER TO INSURE THAT PV SYSTEM IS INSTALLED AS SPECIFIED IN THESE DRAWINGS.

### DEFINITIONS:

- STC (STANDARD TEST CONDITION): AN INSTANTANEOUS SOLAR PANEL RATING UNDER CONTROLLED CONDITIONS. THE STANDARD TEST CONDITIONS FOR A MODULE ARE: SOLAR IRRADIANT OF 1000 W/M<sup>2</sup>, WITH THE CELL TEMPERATURE MAINTAINED AT 25°C AND ZERO WIND SPEED FOR COOLING EFFECT.
- STRING: A NUMBER OF PV PANELS CONNECTED IN A SERIES CIRCUIT REPRESENT A "STRING". THE MAXIMUM NUMBER OF PANELS IN A STRING IS DETERMINED BY THE OPEN CIRCUIT VOLTAGE AT THE LOWEST TEMPERATURE SELECTED. THE MINIMUM NUMBER OF PANELS IN A STRING IS DETERMINED BY THE MAXIMUM POWER VOLTAGE AT THE HOTTEST TEMPERATURE SELECTED.
- Voc (MODULE OPEN CIRCUIT VOLTAGE): THE VOLTAGE BETWEEN TWO POINTS WHEN THEY ARE NOT CONNECTED BY A LOAD CIRCUIT. THIS IS TYPICALLY THE GREATEST AMOUNT OF VOLTAGE THAT CAN BE PROVIDED BY A CIRCUIT TO THESE TWO POINTS.
- Vpm (MODULE MAXIMUM POWER VOLTAGE): THE OPERATING VOLTAGE POINT WHERE A SOLAR MODULE DELIVERS MAXIMUM POWER. THE MAXIMUM POWER VOLTAGE CHANGES PRIMARILY WITH SUN INTENSITY AND CELL TEMPERATURE. A GRID SUPPLEMENTING INVERTER HAS A MAXIMUM PEAK POWER TRACKING ROUTINE WHICH TRACKS THE CHANGING MAXIMUM POWER VOLTAGE THROUGHOUT THE DAY.
- Isc (MODULE SHORT CIRCUIT CURRENT): THE CURRENT BETWEEN TWO POINTS THAT ARE CONNECTED BY LOAD CIRCUIT WITH ZERO RESISTANCE. THIS IS THE GREATEST AMOUNT OF CURRENT THAT CAN BE DELIVERED BY A CIRCUIT.
- SREC: SOLAR RENEWABLE ENERGY CERTIFICATE.

### ABBREVIATIONS:

A	AMPERE
C	CONDUIT(S)
CB	COMBINER BOX
CO	CONDUIT ONLY
CT	CURRENT TRANSFORMER
CU	COPPER
DAS	DATA ACQUISITION SYSTEM
EC	ELECTRICAL CONTRACTOR
EG	EQUIPMENT GROUND
EMT	ELECTRICAL METALLIC TUBING
FBO	FURNISHED BY OTHERS
GFI	GROUND FAULT INTERRUPTER
GND, G	GROUND
I/L	INTERLOCKED
MC	MECHANICAL CONTRACTOR
NIC	NOT IN CONTRACT
N.T.S.	NOT TO SCALE
PV	PHOTOVOLTAIC
RGS	RIGID GALVANIZED STEEL
SPD	SURGE PROTECTIVE DEVICE
TVSS	TRANSIENT VOLTAGE SURGE SUPPRESSOR
UN	UNLESS OTHERWISE NOTED
V	VOLTS
WP	WEATHERPROOF

NO. DATE REVISION

**SMA CONSULTING ENGINEERS**

33 WOOD AVE SOUTH  
ISELIN, NJ 08830  
e. info@smaengineers.com

**ROOF TOP SOLAR**  
**32 CHESTNUT STREET**  
**FARMINGDALE NJ, 07727**

JOB

**TITLE SHEET**

TITLE

01/01/2021

DATE

N.T.S.

SCALE

2109

PROJECT NO.

A.G.

DESIGNED BY

DRAWING NO.

**E-1**

AMIN GOMAA, P.E.  
NJ LICENSE# 24GE04842100



**SOLAR FACILITY  
SALE AND SERVICE AGREEMENT**

**THIS AGREEMENT** is effective on the date of the last signature hereto (the “Effective Date”), by and between:

**AROSA SOLAR ENERGY SYSTEMS, INC.**, a New Jersey corporation, having an address at 1309 Ridge Av, Lakewood, New Jersey 08701 (hereinafter referred to as “**COMPANY**”)

-and-

**32 Chestnut Realty LLC**, a New Jersey LLC having an address at 1556 – 61 Street Brooklyn, NY 11219 (hereinafter referred to as “**BUYER**”).

Each of the Company and the Buyer may also be referred to as a “Party” and together the “Parties.”

WITNESSETH:

**WHEREAS**, Company is in the business of selling, installing and servicing arrays of photovoltaic solar energy panels and related equipment used for converting the sun’s energy into electricity; and

**WHEREAS**, Buyer wishes to purchase a photovoltaic solar electric system with a capacity of 750K+/- from Company, as more particularly described in **Schedule “A”** (the “Solar Facility”) and pay the Company to perform certain services related to the installation and maintenance of the Solar Facility on the rooftop of the buildings; as more particularly described in **Schedule “B”**, (the “Solar Facility Site”); and


**WHEREAS**, the Company wishes to sell a Solar Facility and provide certain services related to the installation and maintenance of the Solar Facility at the Solar Facility Site pursuant to the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the Parties hereto hereby covenant and agree as follows:

**1. PURCHASE AND SALE OF SOLAR FACILITY AND RELATED SERVICES:**

**(a) Solar Facility.** Buyer agrees to purchase from Company, and Company agrees to sell to Buyer, at the purchase price set forth under **Section 2** of this Agreement, a Solar Facility meeting the specifications set forth in **Schedule “A”** (attached hereto and made a part hereof), including all related equipment and parts that are accessory to and necessary for maintaining the Solar Facility in good working order, free and clear of any liens or encumbrances. If the Company is

COMPANY: EC

BUYER: 

unable to comply with the specifications set forth in **Schedule "A"**, the Company shall have the right to substitute parts or equipment reasonably comparable to the specifications set forth in **Schedule "A"** both with respect to costs and to hazard to which such parts or equipment are subject; provided such substitute parts and equipment are new and not previously used.

**(b) Services.** The Buyer agrees to pay for, and the Company agrees to perform, the "Services" as set forth in the Services Description on **Schedule "A"** (attached hereto and made a part hereof). The Company shall provide the Service in accordance with the terms and conditions set forth in this Agreement and more specifically set forth in **Schedule "A"** (attached hereto and made a part hereof). The cost of Services shall be included in the purchase price set forth under **Section 2** of this Agreement.

**Site Control** - The contract in its entirety, is subject to the BPU awarding the project, participation in the NJ Community Solar Energy Pilot Program Year 2

## **2. PURCHASE PRICE AND SERVICE FEE:**

The total purchase price for the Solar Facility and all Services (referred to herein as the "Purchase Price") is **One Million and Twenty Thousand Dollars (US), (\$1,020,000.00)**

Upon Signing Agreement	<b>\$5,000.00</b>
Upon Awarded NJ Community Solar Project:	<b>\$102,000.00</b>
Upon ordering of equipment for the Solar Facility:	<b>\$408,000.00</b>
Upon completion of the assembly and installation of Solar panels (without regard to interconnection with Power grid):	<b>\$408,000.00</b>
Upon passing all Final Inspection	<b>\$97,000.00</b>
<b>Total</b>	<b><u>\$1,020,000.00</u></b>

For the purpose of this Agreement, the "Commercial Operation Date" shall be the date the Company provides the Buyer with notice that the Solar Facility has been installed, approved by the applicable authorities for interconnected electrical operation and interconnected for electrical operation and has been otherwise placed into service.

Provided that the Buyer has made all payments then due in accordance with the foregoing payment schedule and the Company does not receive written notice from the Buyer rejecting the

COMPANY: EC

BUYER: 



Solar Facility within three (3) days of the installation of the Solar Facility (including interconnection with the power grid) at the Solar Facility Site, the Solar Facility shall be deemed accepted by the Buyer as of the date the Solar Facility is installed (including interconnection with the power grid) at the Solar Facility Site. Upon and after acceptance of the Solar Facility by the Buyer, the Solar Facility and any and all Environmental Attributes, alterations, additions, improvements or installations made thereto by the Buyer vests in and shall be the personal property of the Buyer. Buyer, its successors and/or assigns shall retain title and beneficial ownership of the same. For the purpose of this Agreement, the term "Environmental Attributes" shall mean all environmental benefits, offsets, allowances, rebates, renewable energy credits, renewable energy certificates, RECS, SRECS, TRECS, carbon credits, carbon trading credits, Green-e products, emissions reduction credits, emissions allowances, investment tax credits, production tax credits or payments and the like earned by or in connection with, or otherwise attributable to, (a) the Solar Facility, or (b) the electricity produced by the Solar Facility, under or with respect to the Federal Clean Air Act (including, but not limited to, Title IV of the Clean Air Act Amendments of 1990), any state or federal renewable portfolio standard, including, without limitation, the renewable portfolio standard of the State of New Jersey, or any other state or federal acts, laws or regulations that provide offsets, rebates, allowances, or credits related to emissions or electricity generation.

The Parties acknowledge and agree that the Buyer intends to apply for funding available under both federal and state grant and incentive programs applicable to the installation and operation of the Solar Facility. The Company shall be responsible for the processing of applications for all grant monies and preparing and facilitating the submission of any and all applications and application requirements for such grant and incentive opportunities with the assistance of the Buyer. The Parties acknowledge and agree that all government grant money received by the Buyer from such government programs (both federal and state) shall be applied toward the cost of the Solar Facility. Such grant money shall be applied, depending on the requirements of the applicable grant program, either as a direct payment of a portion of the Purchase Price or as reimbursement to the Buyer for payments made against the Purchase Price. The Parties acknowledge that federal and state government incentive levels may change in the future and the terms of this Agreement may be amended by mutual agreement of the Parties to account for such changes. The company warrants and represents to the buyer that under law and regulations all such governmental grant money is free from federal, state and local income taxes.

**3. COMPANY'S WARRANTIES:** With respect to the Solar Facility and the Services identified in **Schedule "A"** attached hereto, Company warrants as follows:

(a) **Title.** The Company warrants and represents that the Company has good title to and full right to dispose, sell and transfer all parts, equipment and property comprising the Solar Facility, and there are no liens, claims or encumbrances of any kind against the Solar Facility or the parts, equipment and property comprising the Solar Facility. The Solar Facility shall be delivered free of any security interest or other lien or encumbrance.

If there is a breach by the Company of the warranty of title granted by the Company in this Agreement, the Buyer shall have the right and option to cancel this Agreement upon written notice to the Company and receive a refund of any amounts paid to Company hereunder.

COMPANY: EC

BUYER: 

**(b) Express Warranty.** The Company warrants, at the time of delivery and installation of the Solar Facility and for a period of five (5) years after the Commercial Operation Date (the "Warranty Period"), to the Buyer that: (i) the Solar Facility (including all constituent parts) is fit and sufficient for the purpose intended; (ii) the Solar Facility is merchantable, of good quality and free from defects, whether latent or patent, in material or workmanship; (iii) the Solar Facility substantially conforms to the specifications set forth in **Schedule "A"**; and (iv) the Solar Facility will produce electricity as specified herein. This warranty shall be limited to the Company inspecting, replacing or repairing any part of the Solar Facility that shall be determined by the Company to be defective during the Warranty Period. In addition, Company shall be solely responsible for any damage caused to the rooftop caused during installation, maintenance or any repair to the Solar Facility performed by or on behalf of the Company. Company shall design and install the Solar Facility in a manner so as not to void any existing roofing warranties, if any, and in a manner using best practices to prevent damage to the roof. Any maintenance, repair or alteration of the Solar Facility or any part thereof not performed by or on behalf of the Company shall not be covered by any Company warranty and is not warranted by the Company for any purpose. In addition, any damage or defect due to misuse, alteration, or negligence is not covered by this warranty. All Services provided by Company to Buyer hereunder shall be performed in a workmanlike manner and in accordance with industry standards applicable to such Services.

Information related to the Company's warranty is set forth in **Schedule "B"** attached hereto and made a part hereof.

**(c) Limitation of Liability.** IT IS AGREED THAT UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS AND OTHER ADDITIONAL EXPENSES.

**4. GOVERNMENT APPROVALS AND PERMITS:** Company shall be responsible for obtaining for all required government issued permits, business licenses and official inspections and certificates necessary to installing and placing the Solar Facility into service (the "Permits and Approvals").

**5. PASSING OF TITLE AND RISK OF LOSS:** Risk of loss of the Solar Facility (including all accessory equipment, parts, and supplies) shall be with the Buyer upon installation and acceptance of the Solar Facility by the Company. The location for the delivery and installation of the Solar Facility shall be at 32, Chestnut Street Farmingdale NJ, 07727. Buyer shall be responsible for insuring the Solar Facility (including all accessory equipment, parts, and supplies) upon its installation and acceptance by Buyer at the Solar Facility Site. Prior to the risk of loss being transferred to the Buyer, the Buyer shall not borrow money or incur debt of any kind secured by the Solar Facility, sublease the Solar Facility or sell, lease, assign, transfer or otherwise dispose the Solar Facility without the prior written consent of the Company, which may not be unreasonably withheld. Title to the Solar Facility (including all accessory maintenance equipment, parts, and supplies) sold under this Agreement shall pass to the Buyer upon installation and acceptance of same.

COMPANY: EC

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BUYER: 

6. **INSURANCE.** The Company shall secure and maintain at its expense during the term of this Agreement the following: (i) statutory worker's compensation insurance and employer's liability in an amount no less than \$1 million per occurrence; and (ii) commercial general liability insurance in an amount no less than \$2 million per occurrence combined single limit for claims for damages because of bodily injury (including death) and/or property damage, caused by, or arising out of, its acts or omissions. Company shall name Buyer as an Additional Insured on all such policies. If requested in advance, certificates of such insurance shall be available to Buyer prior to the commencement of the Services naming Buyer as additional insured. If the Company engages any subcontractors in connection with its performance of the Agreement, it shall ensure such subcontractors carry the same insurance coverage's as set forth in this Section 6.

7. **BROKERS' COMMISSIONS:** Each Party warrants, represents and covenants, to the other Party that no broker, salesperson, or agent was involved in this Agreement. Each Party further agrees to indemnify and hold harmless the innocent Party from any and all claims for commissions which may result from any breach of this section.

8. **DEFAULTS AND REMEDIES.** In respect of either Party, any of the following occurrences shall constitute and "Event of Default":

(a) Failure to make any payment when due if such failure is not remedied within thirty (30) days after written notice from the Party to which payment is due;

(b) Failure to perform any material obligation under this Agreement (except where such failure is attributable to a Force Majeure Event) if such failure is not remedied within thirty (30) days after receipt by the defaulting Party of written notice of such failure; provided, however, that this period shall be extended by an additional thirty (30) days as necessary for the defaulting Party to cure such failure, so long as the defaulting Party is diligently and continuously proceeding to cure such failure;

(c) With respect to each Party, the making of any general assignment for the benefit of creditors, the filing of any petition in bankruptcy or for reorganization, the appointment of a trustee or receiver, the attachment, execution or other judicial seizure of all or substantially all of the assets of such Party or such Party becomes insolvent or unable to pay its debts when due; or

Each written notice of an Event of Default ("Default Notice") under section 8(b) hereof shall provide the defaulting Party an explanation as to how the Event of Default may be cured.

Following any Event of Default by the Buyer which is not cured, the Company may exercise one or more of the following remedies:

(i) terminate this Agreement immediately;

(ii) suspend the provision of all Services hereunder; and/or

(iii) exercise any other remedy it may have at law and/or equity and/or under this Agreement.

Following any Event of Default by the Company which is not cured, the Buyer may exercise one or more of the following remedies:

- (i) terminate this Agreement immediately;
- (ii) withhold payment due the Company pursuant to this Agreement until Company has cured its default; and/or
- (iii) exercise any other remedy it may have at law and/or equity and/or under this Agreement.

Upon termination by Buyer pursuant to this provision, Company shall refund Buyer an amount equal to the amount of the Purchase Price paid by Buyer but not earned, expended or committed by the Company as of the effective date of the termination of this Agreement. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable law. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

Neither Party nor any Indemnified Party (as defined below) shall be liable to the other Party or any Indemnified Party for any special, punitive, exemplary, indirect, or consequential damages, or losses or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with, this Agreement.

**9. CONDITIONS PRECEDENT:** The Parties' obligations under this Agreement are subject to the satisfaction of the following conditions:

(a) Prior to the execution of this Agreement by both Parties, each Party's performance of their respective duties and obligations to be performed under this Agreement shall have been duly approved by each Party's governing body.

(b) Prior to the Commercial Operation Date, the Company shall have (i) received, at the Company's sole cost and expense, all governmental permits and approvals or public utility permits and approvals, including those necessary to construct, install and operate the Solar Facility, and (ii) had all required inspections of the Solar Facility at the Solar Facility Site conducted at Company's sole cost and expense, and (iii) received, at the Company's sole cost and expense, any interconnection agreements required with local utility companies to connect the Solar Facility to the power grid.

**10. MUTUAL REPRESENTATIONS AND WARRANTIES:** In addition to any other representations and warranties contained in this Agreement, each Party represents and warrants to the other, as of the Effective Date, that:

(a) it is duly organized and validly existing and in good standing in the jurisdiction of its organization and in the jurisdiction where the Solar Facility will be installed;

(b) it has the full right and authority to enter into, execute, deliver and perform its obligations under this Agreement;

(c) it has taken all requisite corporate action to approve the execution, delivery and performance of this Agreement;

(d) this Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms;

(e) all contractors and subcontractors acting under this Agreement shall be in compliance with all applicable laws and regulations, including possessing any necessary licenses or permits issued by any applicable governmental authority;

(f) to the best of its knowledge, there is no litigation, action, proceeding or investigation pending or threatened on any basis before any court or government agency by, against, affecting or involving any of its business or assets (including the Solar Facility and the Buyer's right to operate the Solar Facility at the location designated for installation); and

(g) there are no bankruptcy, insolvency or reorganization proceedings pending or contemplated by it.

11. **BINDING EFFECT ON SUCCESSORS:** This Agreement shall be legally binding and inure to the benefit of the Parties, their respective heirs, personal representatives, administrators and permitted successors and assigns.

12. **NOTICES:** All notices to be made hereunder, by one Party to the other shall be in writing and deemed given when hand-delivered; or three business days from the date on the mailing receipt if deposited in the United States mail in certified form, postage prepaid with return receipt requested or the date as indicated on the certified mail return receipt; and when addressed to such other Party at its address first written above or at such other address as may be specified by such other Party by written notice sent or delivered in accordance herewith.

13. **SUPPLEMENTAL DOCUMENTS:** Each Party shall, at any time hereafter and upon the other's reasonable request, perform any acts, and make, execute, acknowledge and deliver any and all further instruments, which are or may become necessary or expedient to effectuate the purpose and intent of this Agreement.

14. **ASSIGNMENT.** It is mutually agreed that Buyer may assign this Agreement without consent of Company, provided the Purchase Price has been paid to the Company. Any such assignee shall agree to be bound by the terms of this Agreement and assume the terms and conditions hereof. The Company may elect to use subcontractors in meeting its obligations hereunder, provided the Company shall remain fully responsible for the performance of any such subcontractors as if it performed the obligations itself, and such subcontractors maintain insurance as required by Section 6 above for the duration of any subcontract work.

15. **DELEGATION OR SUB-CONTRACTING OF DUTIES:** The Company may

COMPANY: EC

BUYER: 



delegate or sub-contract the performance of this Agreement to any proper person or entity. Buyer does not have a substantial interest in having the Company personally perform the Agreement. Notwithstanding the foregoing, the delegation of performance shall not affect the liability of the Company in any way for the performance of the obligations or any warranties under this Agreement.

16. **GOVERNING LAW/JURISDICTION:** This Agreement shall be construed and interpreted in accordance with the laws of the State of New Jersey, provided, however, that the conflicts of law principles of the State of New Jersey shall not apply to the extent they would operate to apply the laws of another state. Each Party agrees that any action brought hereunder shall be brought either in the United States District Court for the District of New Jersey or in the Superior Court in and for Bergen County, New Jersey and, by executing this Agreement, each party hereby consents to the venue and jurisdiction of the either such aforementioned court.

17. **PARTIAL INVALIDITY:** It is the intention of the Parties that the provisions of this Agreement be severable. If any provision of this Agreement is determined by any court or government agency to be inconsistent with the rules governing an applicable renewable energy incentive program or to be unenforceable for any reason, it is the intention of the Parties that that provision be modified and limited to such extent as may be necessary to achieve its consistency or enforceability or, if it cannot be so limited, that it be deleted from the Agreement and the remainder of the Agreement enforced as if it had been entered into without the inconsistent or unenforceable provision.

18. **UTILITY CONTRACTS.** All utility contracts and services, if any, including without limitation, water, gas and electric services and any other utilities required for the Company to perform this Agreement and for the Solar Facility are in or will be in service.

19. **RELATIONSHIP OF THE PARTIES.** The Parties to this Agreement shall be deemed independent entities. Except to the extent otherwise specifically provided for in this Agreement or in a separate agreement, nothing contained herein shall be construed as making either Party the agent or the partner of the other Party, or as granting to either Party the right to enter into any contract on behalf of any other Party, or as establishing a partnership or joint venture between the Parties. Under no circumstances shall the employees of one Party be deemed to be the employees of the other for any purpose, including with regard to wages and salaries, income tax, withholdings, insurance premiums, pension plan contributions and similar responsibilities.

20. **[Intentionally Omitted]**

21. **COMPLIANCE WITH LAWS.** The Company will perform the Services in compliance with all federal, state and municipal laws, ordinances, regulations and orders applicable to the Solar Facility.

22. **INDEMNITY.** (a) Each Party to this Agreement shall defend, indemnify and hold harmless the other Party, its parents, subsidiaries and affiliates, and its and their respective directors, officers, partners, employees, agents, representatives successors and assigns (an "Indemnified Party") from any claims, demands, lawsuits, damages, liabilities, expenses

(including, but not limited to, reasonable fees and disbursements of counsel and court costs), judgments, settlements and penalties of every kind ("Claims") that may be made relating to: (i) any breach of this Agreement by the non-Indemnified Party, or (ii) the gross negligence, recklessness, willful misconduct, fraud or tortious or wrongful acts of the non-Indemnified Party.

(b) Each Party shall provide the other Party with prompt notice of any written Claim or Claims that they have actual notice of and shall cooperate appropriately with the other Party in connection with that Party's evaluation of such Claim. The non-Indemnified Party shall defend the Indemnified Party, at the Indemnified Party's request, against any Claim. Promptly after receipt of such request, the non-Indemnified Party shall assume the defense of such Claim with counsel reasonably satisfactory to the Indemnified Party. The non-Indemnified Party shall not settle or compromise any such Claim or consent to the entry of any judgment without an unconditional release of all Claims by each claimant or plaintiff in favor of the Indemnified Party and shall give the Indemnified Party notice thereof.

**23. ACKNOWLEDGEMENT:** (a) The Parties hereto acknowledge and agree that they have read this Agreement in its entirety and that the terms hereof are fair, adequate and just; that they have had the right and opportunity to have this Agreement reviewed by independent legal counsel of their own choosing; and that their signatures, affixed hereto, indicate their acceptance of the terms and conditions hereof as their respective voluntary acts and deeds. The Parties further acknowledge that the terms of this Agreement have been negotiated for the benefit of both parties by themselves and/or through their respective counsel. Despite the fact that the original draft of this Agreement may have been initially prepared by a particular party's attorney, the Parties hereto have had the time and opportunity to amend, alter and adapt all drafts of this Agreement and to meet the needs and desires of each and they agree that any ambiguities herein shall not be interpreted in favor of, or against, either Party.

(b) Buyer acknowledges and agrees that the work, requirements, terms and/or conditions required for interconnection to the LDC, including the requisite equipment, materials and labor, shall be determined by the requirements of the LDC. Any resulting increase in Company's or its electrical subcontractor's costs for labor, equipment and materials to satisfy the additional work, requirements, terms and/or conditions required for interconnection by the LDC shall be incorporated into a Change Order, which shall include all additional costs and expenses (without markup for profit by Company) and shall be paid by Buyer within thirty (30) days after the issuance of the Electrical Permit and Buyer's acceptance of such Change Order, subject to the terms of the remainder of this Paragraph. In the event the additional costs and expenses increase the Contract Price (as adjusted by prior Change Orders) by 0.5% or more, Buyer shall have the right within the same thirty (30) day period to terminate this Agreement by delivery of written notice thereof to Company. If Buyer elects to terminate the Agreement pursuant to this Paragraph, all payments made on account of the Contract Price shall remain the property of the Company and thereafter this Agreement and the obligations of the parties hereunder shall be of no further force or effect.

**24. SIGNATURES/COUNTERPARTS:** The parties hereby agree that facsimile signatures shall be accepted as if they were originals. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose

COMPANY: EC

BUYER: 

signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall be binding when one or more counterparts of same, individually or taken together, shall bear the signatures of all the parties reflected hereon.

25. **DISPUTE RESOLUTION:** The Parties shall meet within 30 days of written notice of a dispute arising out of this Agreement to resolve the matter in good faith. Thereafter, the Parties may pursue any means of dispute resolution they choose in any appropriate venue. Each Party hereby irrevocably waives any right to seek punitive, exemplary or consequential damages and each Party waives any right it may have to trial by jury.

26. **FORCE MAJEURE.** Neither Party shall be liable to the other or responsible for nonperformance of any of the terms of this Agreement due to unforeseeable causes beyond its reasonable control and without the fault or negligence of such Party, including but not restricted to acts of God or the public enemy, acts of government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather (a "Force Majeure Event").

27. **MISCELLANEOUS.** No action or inaction by either party shall constitute a waiver of any right or remedy. This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings, written or oral, relating to the subject matter hereof. No agreement hereafter made shall be effective to modify or discharge this Agreement, in whole or in part, unless in writing and signed by the Party against whom enforcement of the modification or discharge is sought.

28. **CANCELLATION. BUYER MAY CANCEL THIS CONTRACT AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER RECEIVING A COPY OF THIS CONTRACT. IF BUYER WISHES TO CANCEL THIS CONTRACT, IT MUST EITHER:**

**(A) SEND A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED; OR**

COMPANY: EC

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BUYER: 

**(B) PERSONALLY DELIVER A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION.**

**SUCH NOTICES SHALL BE SENT OR DELIVERED TO THE FOLLOWING ADDRESS:**


**AROSA SOLAR ENERGY SYSTEMS INC.  
1309 Ridge Ave  
LAKEWOOD, NJ 08701**

**IF BUYER CANCELS WITHIN THE THREE DAY PERIOD, BUYER IS ENTITLED TO A FULL REFUND OF ANY MONEY PAID TO COMPANY. ALL SUCH REFUNDS SHALL BE MADE WITHIN 30 DAYS OF THE COMPANY'S RECEIPT OF THE CANCELLATION NOTICE.**

**IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals and caused these presents to be signed on the dates set forth below:**

**COMPANY:**  
Arosa Solar Energy Systems, Inc.


**ATTEST:**


By:  2-4-2021  
Dated

By: \_\_\_\_\_ Dated

**BUYER:**  
32 Chestnut Realty LLC

**ATTEST:**

By:  2-4-21  
Dated

By:  2-4-21  
Dated

# Deed

This Deed is made on *May 17*, 2019

Between

**R.T. Equities LLC**

whose post office address is 20 East 9<sup>th</sup> Street, Lakewood, NJ 08701

referred to as the Grantor,

and

**32 Chestnut Realty LLC**

whose post office address is about to be 32 Chestnut Street, Farmingdale, NJ 07727

referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

1. **Transfer of Ownership.** The grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee. This Transfer is made for the sum of **FOUR MILLION DOLLARS 00/100 (\$4,000,000.00)**. The Grantor acknowledges receipt of this money.

2. **Tax Map Reference.** (N.J.S.A. 46:15:1.1) Borough of Farmingdale  
Block No. 23 Lot No. 2

3. **Property.** The Property consists of the land and all the buildings and structures on the land in the Borough of Farmingdale, County of Monmouth and State of New Jersey. The legal description is:

Please see attached Legal Description annexed hereto and made a part hereof.

Title is vested in R.T. Equities, LLC by deed from Laura Nash and Eric Freudenstein, as Successor Trustees under Trust Agreement dated September 26, 1961 dated October 28, 1998 and recorded December 17, 1998 in the Monmouth County Clerk's Office in Deed Book 5779 Page 242.

SUBJECT to easements and/or other restrictions of record, if any, municipal ordinances and such facts as an ordinary survey would reveal.

The street address of the Property is: 32 Chestnut Street, Farmingdale, NJ 07727

(For Recorder's Use Only)

Prepared by:

NOAH BURTON, ESQ.



4. **Promises by Grantor.** The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

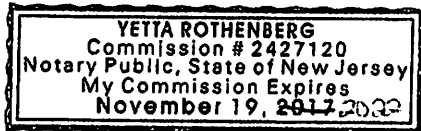
5. **Signatures.** The Grantor signs this Deed as of the date at the top of the first page. If the Grantor is a corporation, this Deed is signed and attested to by its proper corporate officers and its corporate seal is affixed. (Print name below each signature).

  
\_\_\_\_\_  
**R.T. Equities LLC**  
**By: Jacob Y. Stefansky, Sole Member**

STATE OF NEW JERSEY, COUNTY OF OCEAN, ss.:

I CERTIFY that on May 16, 2019, Jacob Y. Stefansky, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized and did execute this instrument as Sole Member of R.T. Equities LLC, the entity named in this instrument;
- (c) executed this instrument as the act of the entity named in this instrument; and
- (d) made this Deed for \$4,000,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5).



Yetta Rothenberg  
\_\_\_\_\_  
Notary Public

**RECORD AND RETURN TO:**  
Madison Title Agency, LLC  
1125 Ocean Avenue  
Lakewood, NJ 08701

# Chicago Title Insurance Company

File No.: MTANJ-133169A

## TITLE INSURANCE COMMITMENT SCHEDULE A LEGAL DESCRIPTION

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Farmingdale, County of Monmouth, State of New Jersey.

BEGINNING at the southerly terminus of the westerly line of Chestnut Street (40 feet Right of Way); thence

1. North 44 degrees 45 minutes West 611.12 feet along the westerly line of Chestnut Street to a point in Southard Street; thence
2. South 40 degrees 50 minutes West 111.31 feet along the line in Southard Street to a point; thence
3. South 20 degrees 22 minutes 30 seconds East 519.93 feet to a point of curve in the northerly line of Penn. R.R. Co.; thence
4. On a curve to the left along the northerly line of Penn. R.R. Co., an arc distance of 316.47 feet, said curve having a radius of 853.02 feet; thence
5. North 39 degrees 19 minutes West 90.25 feet to a point; thence
6. South 51 degrees 41 minutes West 10.00 feet to a point; thence
7. North 61 degrees 04 minutes West 40.05 feet to an iron pipe in drain; thence
8. North 44 degrees 15 minutes East 162.50 feet to a point in the westerly line of Chestnut Street, said point being the terminus of the westerly line of Chestnut Street and the point and place of BEGINNING.

Being further described as follows:

BEGINNING at a point in the southeast intersection of Chestnut Street and Southard Avenue (formerly known as Southard Street) and running; thence

1. Along the southwesterly line of Chestnut Street South 44 degrees 45 minutes 00 seconds East 589.56 feet to a point in the southeasterly line of Water Street (Vacated); thence
2. Running along same South 44 degrees 15 minutes 00 seconds West 162.50 feet to a point; thence
3. South 61 degrees 04 minutes 00 seconds East 40.05 feet to a point; thence
4. North 51 degrees 41 minutes 00 seconds East 10.00 feet to a point; thence
5. South 39 degrees 19 minutes 00 seconds East 90.25 feet to a point in the northerly Right of Way line of New Jersey Transit P.C.P. Co. of New Jersey Freehold and Jamesburg Branch (formerly Pennsylvania Railroad Company)

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**SCHEDULE A**  
**LEGAL DESCRIPTION**  
File No. MTANJ-133169A  
(Continued)

6. Running along same in a westerly direction along a curve to the right having a radius of 853.49 feet a distance of 316.82 feet to a point; thence
7. North 20 degrees 20 minutes 00 seconds West 495.54 feet to a point in the southwesterly line of Southard Avenue; thence
8. Running along the southwesterly line of Southard Avenue North 40 degrees 50 minutes 00 seconds East 121.39 feet to a point in the southwesterly line of Chestnut Street being the point and place of BEGINNING.

The above description is in accordance with a survey made by New Lines Engineering & Survey, dated 12/20/2018.

NOTE FOR INFORMATION: Being Lot(s) 2, Block 23, Tax Map of the Borough of Farmingdale, County of Monmouth.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company, This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

## Design Data Summary Sheet

32 Chestnut St., Farmingdale, NJ

### A. Existing Drawing Information

1. Front Half – Building steel joists with metal decking – field measurements by J. Marx 1/26/2021.
2. Back Half- Building steel beams with concrete decking – field measurements

### B. Design Loads for Building

1. Governing Design Code

Governing Building Code: IBC Building Code Year: 2018  
Occupancy Category: II (Standard Occupancy)

2. Roof Live Load

Existing Live Load Est. (LL) = 30 pounds per square foot (psf)

Where solar modules are located there will be no roof live load.

3. Roof Snow Load

Roof Snow Load with Solar Photovoltaic (PV) modules  
Snow Load Coefficient (Ce) = 1.0  
Thermal Factor (Ct) = 1.2  
Snow Importance Factor (Is) = 1.0  
Ground Snow Load (Pg) = 20 psf  
ASCE 7-16 Min. Flat Roof = 20 psf

$P_f = 0.7 * C_e * C_t * I_s * P_g = 16.8 \text{ psf}$   
Rain-on-Snow Surcharge = 5.0 psf  
Roof Snow Load (SL) = 21.8 psf

4. Wind Load

Wind Exposure Category: B  
Wind Velocity Pressure Exposure Coef. (Kz): 0.70  
Wind Topographic Factor (Kzt) = 1.0  
Wind Directionality Factory (Kd) = 0.85  
Wind Velocity (V) miles per hour = 118  
Risk Category = II

Building Wind Load (qz) =  $0.00256 * K_z * K_{zt} * K_d * V^2 * 0.6 = 12.73 \text{ psf (ASD)}$

Wind Pressure Coefficients and the design pressures shall be applied per ASCE 7-16

32 Chestnut St

5. Dead Load

5A. Front: Roof Framing Existing (DL) Building System Weight of Metal Deck Roofing, Insulation & Joist Framing and Collateral or contingency Load = 18 psf

5B Front Solar (PV) panel weight = < 5.2 psf

5C. Back: Roof Framing Existing (DL) Building System Weight of Concrete Roofing, Insulation & Beam Framing and Collateral or contingency Load = 45 psf

5B Front Solar (PV) panel weight = < 6.2 psf

6. Load Combinations

Load combination used to design roof framing structural members

6A: Front

New SL 21.8 #+ PV 5.2 # + DL 18# = 45 psf < Existing Capacity = > 48.5 psf

Existing LL 30 # + DL 18 # = 48 psf

Existing Capacity = > 48.5 psf

6B: Back

New SL 21.8 #+ PV 6.2 # + DL 45# = 73 psf < Existing Capacity = > 75 psf

Existing LL 30 # + DL 45 # = 75 psf

Existing Capacity = > 75 psf

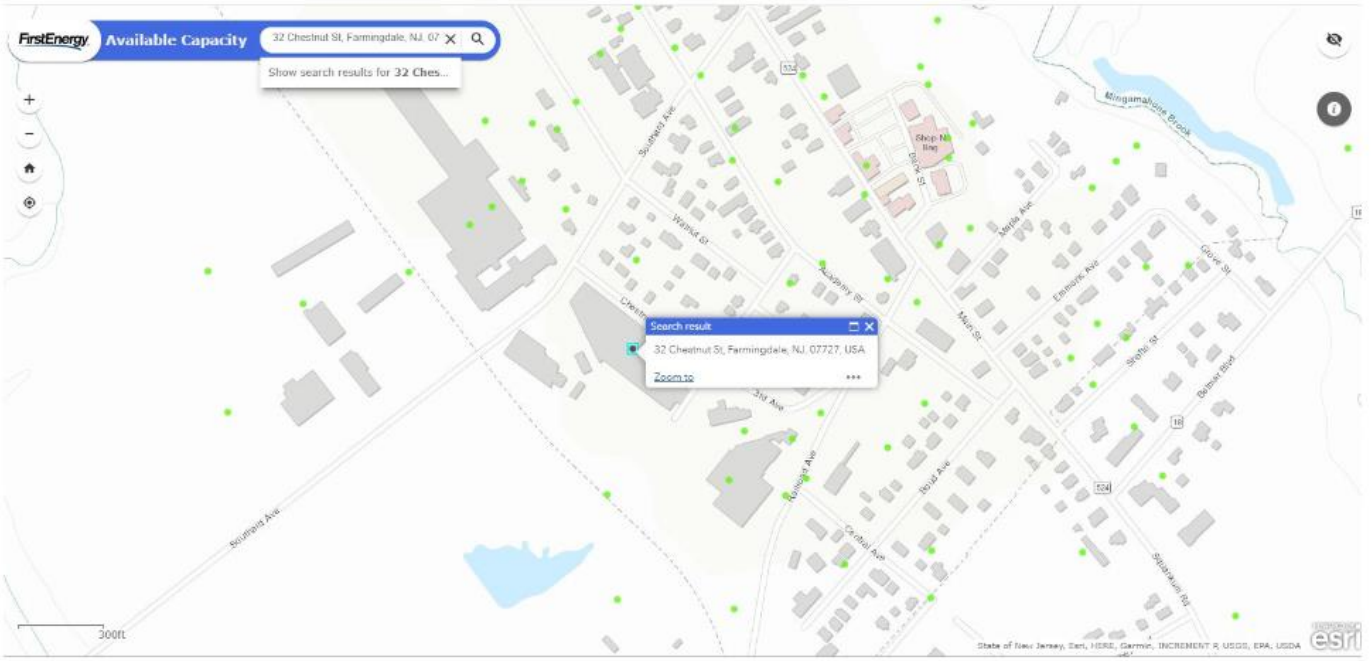
7. Conclusion

The existing building structure is adequate to support the additional loading for Front of 5.2 psf and for Back of 6.2 psf for the new PV system.



James A. Marx, Jr.  
Professional Engineer  
NJ Professional Engineer License No. GE 25179





	<b>Project Name:</b>	32 Chestnut		
	Estimated COD Date:	9/1/2021		
	Location:	32 Chestnut St Farmingdale NJ 07727		
	Site Owner:	32 Chestnut Realty LLC		
	Site Control until:			
	PPA date (if applicable):	N/A		
	<b>Cost item breakdown</b>			
	<b><u>SOFT COSTS:</u></b>	\$	\$/WATT	
Can change categories	Design/Engineering/Permitting	\$ 30,016.00	\$ 0.04	
To conform with	Electrical Subcontract Labor	\$ 270,144.00	\$ 0.36	
classifications	Racking Subcontract Labor	\$ 60,032.00	\$ 0.08	
	Supervisory/GC	\$ 60,032.00	\$ 0.08	
	Project Development	\$ 22,512.00	\$ 0.03	
	Reserves	\$ 37,520.00	\$ 0.05	
	<b>SUBTOTAL:</b>	<b>\$ 480,256</b>	<b>\$ 0.64</b>	
	<b><u>HARD COSTS:</u></b>			
	Modules	262,640	\$ 0.35	Znshine ZXM6-72-400/M X 1876 pieces
	Inverters	112,560	\$ 0.15	SolarEdge SE100K US X 6 pieces
	Racking	82,544	\$ 0.11	KB Racking EconoRack 2.0
	Inverter Pads	\$ -	\$ -	
	Transformer / Interconnection	\$ 50,000	\$ 0.07	
	Monitoring Equipment	\$ -	\$ -	
	Other Hard Costs	\$ 30,016	\$ 0.04	Conduit, Ballast, Trough's etc.....
	<b>SUBTOTAL:</b>	<b>\$ 537,760</b>	<b>\$ 0.72</b>	
	TOTAL COST	\$ 1,018,016	\$ 1.36	
	SYSTEM DC SIZE (WATTS)	<b>750,400</b>		
	Soft Costs	\$ 480,256	47.2%	
	Hard Costs	\$ 537,760	52.8%	
	Total Costs	\$ 1,018,016	100.0%	

## Shimmy Tessler

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**From:** JC\_Interconnection <jc\_interconnection@firstenergycorp.com>  
**Sent:** Tuesday, February 2, 2021 12:18 PM  
**To:** Shimmy Tessler  
**Subject:** Approval to Install Generating Equipment- Community Solar Program - CNJ Blue Sky Trading / Farmingdale / Part 1 / 600kW AC / Arosa Solar Energy

### **Level 2 Community Solar - Approval to Install ( Conditional )**

Re: Blue Sky Trading / 32 Chestnut St / Farmingdale NJ-07727  
Account number: TBD  
600.0 kW Solar System

#### **This transmittal serves as:**

- I. Notification that the Company has received your application for the NJ Community Solar Program.
- II. Notification that the Company has not found any deficiencies with your application.
- III. Notification that your application has been conditionally approved for interconnection under NJBPU year 2 Community Solar Program..
- IV. The program has started and JCP&L will evaluate any applications we receive, but final approval to participate in the Community Solar program has to be granted by the NJBPU. If JCP&L receives an application for a Community Solar project prior to the project receiving NJBPU approval, we can only issue a conditional approval and if the project does not receive NJBPU approval, the application is considered cancelled.
- V. This Community Solar will be interconnect to Farmingdale 47089 a 12.5 KV Line.
- VI. JCP&L receiving upfront payment for all connection/upgrade costs (TBD). Typical primary interconnection with SCADA tie in conceptual cost is \$ 60 K without any upgrade.
- VII. Detailed engineering review of the customer equipment and relay/protection scheme has not been completed but it will need to conform with the current FE requirements.

The construction and approval to operate is contingent on the applicant remaining in the NJ Community Solar program and making payment for the identified JCP&L work associated with safely interconnecting the system to the electrical system as identified in the accompanying Feasibility Study.

This Preliminary Approval of your application is for operational purposes only. It is your responsibility to ensure compliance with any local, state or federal ordinances, statutes, regulations or other legal requirements.

**Note:** This is NOT the final approval to interconnect and operate this system as we do NOT yet have the completed **Interconnection Application/Agreement - Part 2**. The agreement form can be downloaded from our web site. (URL address given below)

#### **Important reminders when submitting the Interconnection Application/Agreement - Part 2:**

1. Correct and identify any changes to the Preliminary Application package.
2. Provide the Manufacturer, Model Number(s), and quantity of the inverter(s) used.
3. The installer must sign and date the Application/Agreement - Part 2.

4. The electrical inspector must sign and date the Application/Agreement - Part 2 (or an Inspection certificate must be attached).
5. The customer must sign and date the Application/Agreement - Part 2.
6. As part of the Community Solar program, prior to commercial operation, the applicant will need to supply the Company with a list of subscriber accounts in accordance with NJ regulations concerning Community Solar.

To establish a connection account and meter at this location, please call the Customer Service Dept at 1-800-662-3115. You will need to provide the site address, billing address, contact name and associated information to set up a new commercial account. JCP&L personnel will prepare the design work package and billing documents based on the attached Feasibility Study. The bill for any such construction must be paid and processed before the job is scheduled.

If the State of NJ, or the developer makes any substantive changes to the project from the details provided in the Part 1 application, the developer may be required to re-submit the application to JCP&L and the NJBPU with the updated information. A determination by JCP&L will be made if an additional study fee will be required from the applicant.

If you have any questions regarding this information, please contact **{JCP&L Engineer}** at **973-401-xxxx**.

Please feel free to contact us per the information below with any questions:

General Information & Billing Issues - Customer Service Center at 800-662-3115

Project Status - 973-401-8830

Jersey Central Power & Light

Attn: Interconnection Coordinator - Engr Dept.

300 Madison Ave

P.O. Box 1911

Morristown, NJ 07962-1911

E-mail: [JC\\_Interconnection@firstenergycorp.com](mailto:JC_Interconnection@firstenergycorp.com)

Fax: 330- 315-8651 (Please use highest resolution setting on fax machine)

Web Site: [https://www.firstenergycorp.com/jersey\\_central\\_power\\_light/small\\_generationinterconnectionprocess.html](https://www.firstenergycorp.com/jersey_central_power_light/small_generationinterconnectionprocess.html)



**Rajendra Patel**

Engineer V

office: 732-212-4260 (250-4260) | cell: 201-841-5394

[rpatel@firstenergycorp.com](mailto:rpatel@firstenergycorp.com)

101 Crawford's Corner Rd., Holmdel, NJ 07733 | mailstop: M-HMDL-3

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January 26, 2021

RE: PowerMarket's Engagement with low-to-moderate income households

PowerMarket has been working with community organizations and housing authorities to help extend the benefits of community solar to LMI households in New Jersey. We have worked closely with housing authorities such as MBS Housing Urban Renewal, a Hoboken City chapter of the YMCA, AMH Housing Urban Renewal Associates, and others in Hudson and Essex county to ensure that the benefits of community solar reach LMI households. Powermarket is also working with community action groups like STEAM Urban, the Hoboken Community Center, and Sustainable Jersey City to engage with LMI households and educate them on how community solar works and what it means for them and their community.

Our modes of engagement and LMI household program onboarding include close collaboration with on-the-ground community groups, friendlier contract terms, a simplified digital sign-up tool, and educational programs with community-based not-for-profits.

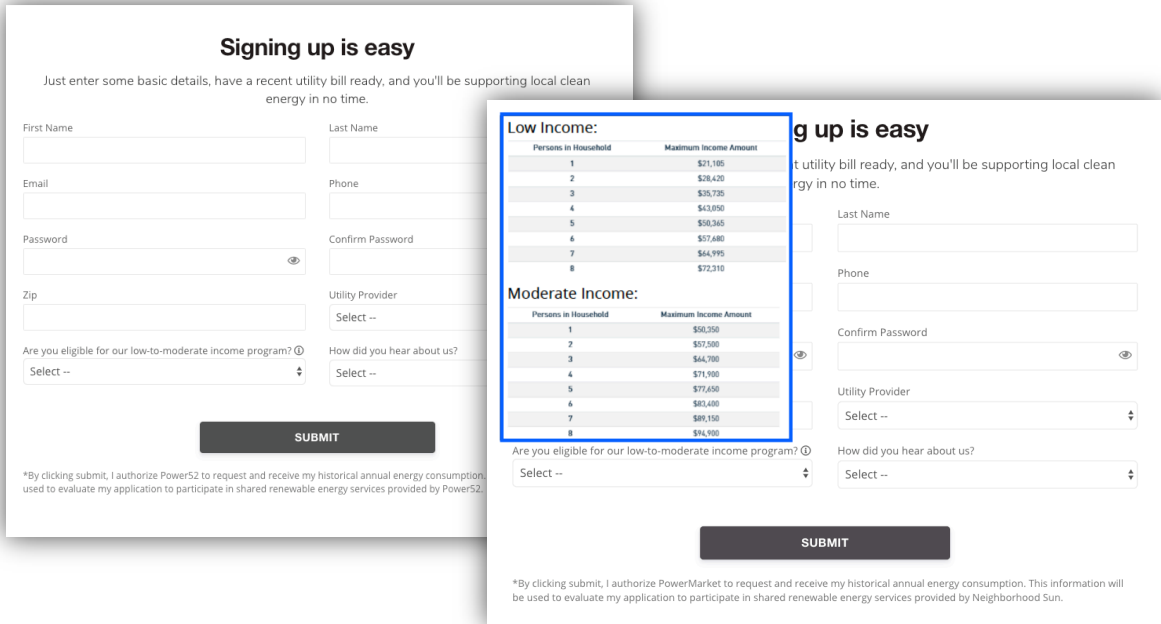
We've created a community solar enrollment platform exclusive to LMI subscribers that strikes the balance in qualifying eligible participants in a tasteful way. We do this through our easy-to-use signup process and LMI-exclusive content and webpages, collaboration with community development organizations to increase understanding of community solar and its benefits.

[EASY-TO-USE SIGNUP PROCESS](#)

Our enrollment platform has tools to qualify LMI subscribers and non-LMI subscribers in a single location. We do this by collecting key data points early in the enrollment process.

In New Jersey, where we have been actively subscribing LMI subscribers, we prompt customers with a question about their eligibility in our LMI program. If subscribers hover over the "info" icon, a chart with detailed income levels helps guide subscribers in selecting their eligibility.





Customers who are eligible for the LMI program will have the exact same customer experience as non-LMI participants, with the only differentiating factor being that LMI subscribers fill out additional forms in their subscriber contract verifying their income status.

[LMI-FOCUSED PROJECTS PAGES](#)

As we market directly to the LMI subscribers – and channel partners within their communities – we create content exclusive to our LMI program. We have provided a sample mock-up below.

POWERMARKET

How It Works    FAQ    Contact Us    [Sign Up](#)

**AHA** affordable housing alliance  
*Hope. Strength. Community.*

# Join the Community Solar Revolution

[Learn More](#)

## Save On Your Electric Bill & Support Solar

Firmly committed to sustainability, Affordable Housing Alliance is offering a unique employee benefit — the ability to save on your home's electricity bill by subscribing to a local clean energy source. Available to Affordable Housing Alliance members with a Con Edison account, this program provides a reduction on your electricity bill while enabling you to support a local renewable energy initiative. Affordable Housing Alliance is proud to partner with PowerMarket on the "Buchanan Community Solar Project."

### Savings

Enjoy guaranteed savings of up to 10% on your monthly Con Edison bill. By subscribing to the Buchanan Community Solar Project, you can receive a portion of the solar energy produced as a credit on your bill.

### Digital Dashboard

Monitor your solar array's energy production and track your bills and savings with our online PowerMarket dashboard. If you have a question you will be able to access your documents and data.

To establish trust during the enrollment process, a majority of our focus is on channel partnerships. We have created dozens of pages like this for our LMI-focused partners and will continue to do so for this opportunity.

We work closely with our community-based partners to develop relevant educational content, including, videos, flyers. Social media campaigns and webinars to improve community understanding of community solar and to ensure awareness of New Jersey's pilot program.

**From:** Eric Cohen <[eric@arosasolarenergy.com](mailto:eric@arosasolarenergy.com)>  
**Sent:** Thursday, January 21, 2021 7:34 PM  
**To:** Jim Daly <[jimdaly@farmingdaleborough.org](mailto:jimdaly@farmingdaleborough.org)>  
**Subject:** Re: James - If you can Please Help!

Greatly appreciated!

On Thu, Jan 21, 2021 at 6:07 PM Jim Daly <[jimdaly@farmingdaleborough.org](mailto:jimdaly@farmingdaleborough.org)> wrote:

I forwarded the recent letter off to the atty for review, it seems okay to me.

Will be in touch.

Jim

**Mayor James A. Daly**

[Borough of Farmingdale](#)

11 Asbury Ave, Farmingdale NJ 07727

O=[732-919-4077](tel:732-919-4077)

C=[732-330-9962](tel:732-330-9962)

Sent from my iPhone

On Jan 21, 2021, at 3:03 PM, Eric <[eric@arosasolarenergy.com](mailto:eric@arosasolarenergy.com)> wrote:

Jim – Sorry for bothering, I wanted to follow up on my email below, was helping I was able to clarify on your end.

Thank You!

**From:** Eric <[eric@arosasolarenergy.com](mailto:eric@arosasolarenergy.com)>  
**Sent:** Monday, January 18, 2021 11:32 AM  
**To:** 'Mayor Jim Daly' <[jimdaly@farmingdaleborough.org](mailto:jimdaly@farmingdaleborough.org)>; 'MATT SHAFAI' <[mattshafai@aol.com](mailto:mattshafai@aol.com)>; 'Department, zoning' <[zoning@farmingdaleborough.org](mailto:zoning@farmingdaleborough.org)>; 'Kevin Kennedy' <[kkennedy@kevinkennedylaw.net](mailto:kkennedy@kevinkennedylaw.net)>  
**Cc:** 'Shimmy Tessler' <[shimmy@arosasolarenergy.com](mailto:shimmy@arosasolarenergy.com)>  
**Subject:** RE: James - If you can Please Help!

James - Please take a second look at the demo-letter I sent you. (re-attached above). It doesn't mention within that we have any approvals as of yet to build the solar project. Our goal at the moment is to impress on the BPU the fact that we are in communication regarding the building of this project, and that once we do get awarded, this project will benefit the Town of Farmingdale in many ways, and at the same time the Town of Farmingdale supports this project and what we are presenting to do.

Jim – Was wondering if we can set up a time to meet, this may be very beneficial to get a better understanding what we need.

**From:** Eric <[eric@arosasolarenergy.com](mailto:eric@arosasolarenergy.com)>

**Sent:** Tuesday, January 12, 2021 3:16 PM

**To:** [jimdaly@farmingdaleborough.org](mailto:jimdaly@farmingdaleborough.org)

**Subject:** James - If you can Please Help!

James – Hope all is well, and Happy Holidays.

I'm reaching out to you to see if you can help us with a solar project we are working on at [32 Chestnut Street](#) in Farmingdale NJ.

A quick explanation on what we are looking for, there is a new program in NJ called community solar program, this allows one to take advantage of solar energy without the actual installation being done at their own resident. They will have the option to purchase the energy that was generated from the solar system, and offset the energy for their own home at a discounted rate.

We are looking to submit an application for the building at 32 Farmingdale NJ, that will allow others at a separate location in Farmingdale to utilize the energy that the solar system is generating, the BPU states in there rules that having a supportive letter from the Mayor/Municipality will help us get the solar project awarded.

I attached a template of the letter so you can see what we are looking for.

Wanted to thank you in advance.

Eric Cohen

*Arosa Solar Energy System Inc.*

O. 732.886.2322 ext.203

C. 347.254.8504

e. [Eric@ArosaEnergy.com](mailto:Eric@ArosaEnergy.com)

w. [www.ArosaEnergy.com](http://www.ArosaEnergy.com)

P Please consider the environment before printing this email.



Feb 4, 2021

New Jersey Board of Public Utilities  
44 South Clinton Avenue, 7<sup>th</sup> Floor  
Post Office Box 350  
Trenton, New Jersey  
08625-0350  
Attn: Office of Clean Energy  
Community Solar Energy Pilot Program Application Package

**Re: Community Solar Project at 32 Chestnut St. Farmingdale, NJ 07727.**

Dear Members New Jersey Board of Public Utilities,

I am writing to express my strong support for the Community Solar Project that Arosa Solar ("Arosa") is proposing at 32 Chestnut Street, Farmingdale NJ 07727. Even though there has been no formal applications made to the Borough at this time nor the required Zoning Officer reviews and the project can possibly need Planning Board of Adjustments review and approvals, we can get behind the idea of the project for all of the great reasons they have suggested which are outlined in this letter.

Arosa Solar sent the project concept letter to us in January of 2021 to review. In the letter, Arosa explained that since New Jersey began its nation-leading solar energy program more than 15 years ago, some residents have been prevented from enjoying the benefits of solar energy due to a range of limitations. For example, some residents live in multi-family buildings with insufficient roof-space to erect solar panels to power all dwellings within the building. Some residents are renters with leases. Others have financial limitations that preclude them from making the large up-front investment to install solar. Meanwhile, some residents live in homes that are shaded by trees making their homes unsuitable for solar power.

Arosa outlined in their letter that the New Jersey Board of Public Utilities is conducting a Community Solar Pilot Program whereby these under-served residents can realize the benefits of solar by procuring solar energy that is produced at a site that is geographically different from where they live. If they do create these opportunities as represented by them in this summation letter, it will be a good thing for all local communities. The Borough of Farmingdale makes no claims or guarantees that these results will happen, we have no stake in the results other than the potential benefits to local residents they might be able to deliver, however see the potential benefits they may be able to deliver to area residents.

Arosa proposes to use the rooftop of the warehouse at 32 Chestnut Street, Farmingdale NJ 07727 to produce solar energy which will then be distributed to qualifying residents of Farmingdale along with those living in other towns in Monmouth County and adjacent counties through the existing electrical grid. We are being told that at least 51% of the solar energy will be distributed to residents classified as having Low and Moderate Incomes (LMI). Moreover, for those residents that elect to purchase energy produced by the solar system, it is our understanding that this energy is planned to be sold to them through Arosa Solar at rates 10% - 20% lower than those prevailing from JCP&L.



Finally, Arosa outlined that they intend to provide job training in solar installation to disadvantaged residents of Monmouth County and that the top graduates of this training program will be offered employment in the installation of the solar system on the 32 Chestnut property in Farmingdale.

The Borough of Farmingdale supports this project for the variety of reasons as outlined by Arosa Solar which are below:

- The project will allow residents of Farmingdale Borough and surrounding municipalities abundant multi-family building stock to realize financial savings from solar power.
- The project's focus on LMI residents will enhance climate equity and environmental justice.
- Construction of the project will provide job training and create local jobs.
- The operation of the project will reduce air pollution. In fact, it is estimated that his project will produce enough clean energy to power 150 houses or 350 small apartment units.
- The project is situated on a commercial rooftop with no alternative use. The project does not disturb green space or land that could otherwise have a better use to the surrounding communities.
- The project is situated in Farmingdale Borough.
- The project will help to make Farmingdale a leader in the fight against climate change.

I sincerely hope that the Board of Public Utilities approves this project.

Regards,

  
James A Daly, Mayor



*Scott E. Parsons, PHM*  
*Acting Executive Director*



Office of Clean Energy  
New Jersey Board of Public Utilities  
44 S Clinton Ave, 7<sup>th</sup> Floor  
Trenton, NJ 08625

Re: Community Solar Energy Pilot Program Application

Dear BPU:


Lakewood Housing Authority serves as one of the designated Housing Entity serving the community of Lakewood, NJ. The Authority's mission is to provide safe and decent affordable housing to qualified low-income families and individuals and to improve the quality of life and economic stability of its residents.

The Authority is in full support of the efforts undertaken by Arosa Solar to develop, construct, own and operate solar photovoltaic installations on various properties in New Jersey.

In order to advance our mission and provide cost-savings and flexible clean energy solutions to our constituents, the Authority is committed to helping identify and enroll eligible subscribers for any installations selected for award under the Community Solar Energy Pilot Program being administered by the NJ Board of Public Utilities.

The Authority supports the mission of the Pilot Program, specifically in helping to encourage community solar projects that will enable access to solar energy by electric utility customers who have previously been unable to participate in solar energy due to a variety of barriers. We look forward to contributing to this mission by offering our support to the application put forth by Arosa.

Sincerely,



Scott E. Parsons  
Acting Executive Director  
732-364-1300 x109  
sparsons@lakewoodha.org



- Orthodox Jewish -  
CHAMBER OF COMMERCE

**NYC OFFICE:**  
40 WALL ST, 60TH FLOOR  
NEW YORK, NY 10005 | 212-659-5270

**NJ OFFICE:**  
1825 SWARTHMORE AVE SUITE C1  
LAKEWOOD, NJ 08701 | 732-987-7704

**WWW.OJCHAMBER.COM**

Orthodox Jewish Chamber of Commerce

January 2nd, 2021

Attn:

New Jersey Board of Public Utilities

44 South Clinton Avenue, 7th Floor

Post Office Box 350

Trenton, New Jersey

08625-0350

Attn: Office of Clean Energy

Community Solar Energy Pilot Program Application Package

Re: Community Solar Project at 32 Chestnut St Farmingdale NJ

Dear Members of the Board and Staff,

We are writing to express our support for the Community Solar Project that Arosa Solar ("Arosa") has proposed at 32 Chestnut St Farmingdale, New Jersey

Arosa presented the project concept to us in January, 2021. Arosa explained that since New Jersey began its nation-leading solar energy program more than 15 years ago, some residents have been prevented from enjoying the benefits of solar energy due to a range of limitations.

For example, some residents live in multi-family buildings with insufficient roof-space to erect solar panels to power all dwellings within the building. Some residents are renters with leases. Others have financial limitations that preclude them from making the large up-front investment to install solar. Meanwhile, some residents live in homes that are shaded by trees making their homes unsuitable for solar power.

Arosa explained that the New Jersey Board of Public Utilities is conducting a Community Solar Pilot Program whereby these under-served residents can realize the benefits of solar by procuring solar energy that is produced at a site that is geographically different from where they live.

Arosa proposes to use the rooftop of the warehouse at 32 Chestnut St to produce solar energy which will then be distributed to certain residents of Farmingdale, along with those living in other areas in Monmouth County and adjacent counties through the existing electrical grid. We understand that at least 51% of the solar energy will be distributed to residents classified as having Low and Moderate Incomes (LMI). Moreover, for those residents that elect to purchase energy produced by the solar system, we understand that and that this energy will be sold them at rates 10% - 20% lower than those prevailing from PSE&G.

Finally, Arosa explained that they intend to provide job training in solar installation to disadvantaged residents of Monmouth County and that the top graduates of this training program will be offered employment in the installation of the solar system in Farmingdale.



- Orthodox Jewish -  
CHAMBER OF COMMERCE

NYC

OFFICE:

40 WALL ST, 60TH FLOOR  
NEW YORK, NY 10005 | 212-659-5270

NJ

OFFICE:

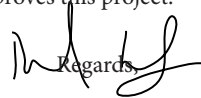
1825 SWARTHMORE AVE SUITE C1  
LAKEWOOD, NJ 08701 | 732-987-7704

[WWW.OJCHAMBER.COM](http://WWW.OJCHAMBER.COM)

The OJ Chamber of Commerce strongly supports this project for a variety of reasons:

- The project will allow residents of Monmouth County's abundant multi-family building stock to realize financial savings from solar power.
- The project's focus on LMI residents will enhance climate equity and environmental justice.
- Construction of the project will provide job training and create local jobs.
- The operation of the project will reduce air pollution. In fact, it is estimated that this project will produce enough clean energy to power 80 houses or 160 small apartment units.
- The project is situated on a commercial rooftop with no alternative use. The project does not disturb green space or land that could otherwise have a higher and better use to the people of Farmingdale.
- The project will help to make Farmingdale a leader in the fight against climate change.

I sincerely hope that the Board of Public Utilities approves this project.



Regards,

Duvi Honig

Founder/CEO

Orthodox Jewish

Chamber of Commerce



## Community Solar - Indication of Interest - Community Organizations

Arosa Solar, a solar development company, will be building solar projects in Central NJ area and allow subscribers to participate in the Pilot Program (2) of New Jersey Community Solar program.

Subscribers to the projects will get a 10 to 20% discount on their JCPL electricity accounts.

There will be no cost to subscribe to Arosa Solar Community Solar projects. Low and moderate income subscribers will be given preference in the NJBPU evaluation of the solar projects as this has been an underserved segment of New Jersey's population due to cost.

If Arosa Solar project applications are accepted by the NJ Board of Public Utilities (NJBPU) then there will be approximately 950,000 kWh available yearly to subscribers. If each subscriber uses an average of 8,200 kWh annually then Next Grid subscriber organization will be seeking 115 subscribers. The subscriber organization will handle all the paperwork including kWh credits to the subscribers' JCPL account and billing at the discounted price.

If you would like your community organization to be contacted so that your members can "subscribe" to one of Arosa Solar's Community Solar projects please fill in the information below:

Lakewood Cheder School	Yisochor Steinharter	Admin
_____ Name of Community Organization	_____ Name	_____ Title

Organization address: 725 Vassar Ave, Lakewood, NJ 08701

Phone # (732) 370-6490

Email: ysteinharter@lakewoodcheder.net

Signature: \_\_\_\_\_

Date: 2/2/2021



הרב העניך שחר  
ראש ועד החינוך

מרת ש. געטינגער  
מנהלת

**MRS. Z. STEINHARTER**  
GENERAL STUDIES PRINCIPAL

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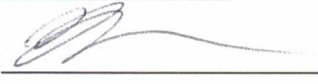
If you would like your community organization to be contacted so that your members can "subscribe" to one of Arosa Solar's Community Solar projects please fill in the information below:

<u>Bnos Devorah</u>	<u>Yanky Muller</u>	<u>Administrator</u>
Name of Community Organization	Name	Title

Organization address: 360 Oak Street Lakewood NJ 08701

Phone # 732-905-4455

Email: ymuller@bnosdevorah.com

Signature: 

Date: 2/3/2021

# YESHIVA SHAGAS ARYEH

975 Cross Street.

Lakewood, NJ 08701

Phone: 732.363.3340

Fax: 732.363.3341



הרב זונדל בן הר' יוסף חיים אלטר ז"ל

וװגתו בתיה בת הר' מרדכי ז"ל

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Yeshiva Shagas Aryeh

Rabbi Avi Verschleiser

Administrator

\_\_\_\_\_  
Name of Community Organization

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Organization address: 975 Cross Street, Lakewood NJ 08701

Phone # 7323633340

Email: avi.gzyy@gmail.com

Signature:

Date: 2/2/2021



# nesivos

THE WAY FORWARD

To whom it may concern,

I am writing in support of Arosa Solar's proposal for a community solar project in the Central Jersey area. Nesivos Pathways intends to partner with Berkowatts Electric to deliver a workforce training program in solar PV installation to prepare local trainees from the community for an employment opportunity with Arosa Solar.

Nesivos Pathways is a strong and innovative non-profit organization dedicated to improving lives since 2013. Headquartered in Lakewood NJ, Nesivos Pathways is committed to uplifting teenagers and their families through its innovative continuum of care. Our organization is a force for positive change in our community. We have a proven track record of accomplishments working with neighborhood residents, schools, government leaders, and corporate partners, from across the community. Through our work we have turned into a rallying point for troubled teens desperate for a bit of love, a kind word and a surrogate home. Nesivos Pathways has developed a comprehensive workforce development program inclusive of employment and social services dedicated to supporting community residents in preparing for and obtaining economic mobility through sustainable positions, especially those located within Central Jersey.

Berkowatts Electric was founded in 2010 by Israel Berkowitz, a licensed electrician. From a beginning of 12 workers, Berkowatts Electric has grown to one of the premier solar installers in the Tri State area. NABCEP certified, and with over 30 full time solar installers, they have by now installed over 52,000,000 KW's of solar.

A partnership with Berkowatts Electric will certainly offer additional value to local residents and expand training and job opportunities within the program. Through this program, Nesivos Pathways will partner with Berkowatts Electric to provide a hands-on solar installation training program to eligible candidates. During the two-week course, students will learn about green construction, including carpentry and electrical work; become accustomed with and practice using hand and power tools and equipment; understand solar energy systems, components, and building code requirements; and participate in hands-on training to install rooftop solar arrays. Students who complete this program will have an opportunity to interview with Arosa Solar for solar installer jobs on its community solar project in the Central Jersey area.

Sincerely,

  
Moshe Tendler



1/28/2021

To whom this may concern:

This is to confirm that, as in the past, Energy Analysis Group will work together with Arosa Solar, Inc to provide energy audits and energy efficiency upgrades to the Community Solar Subscribers. The energy audit will assess all electrical items in the building, such as HVAC, lighting, pumps, refrigerators, etc.

Thank you.

A handwritten signature in black ink, appearing to read 'Asher Hartman'.

Asher Hartman